



**ADMISSIONS AND CONTINUED  
OCCUPANCY POLICY**

**FOR**

**THE**

**AKRON METROPOLITAN HOUSING  
AUTHORITY**

This document is also available in accessible format from the **Reasonable Accommodation (RA)** Coordinator upon fourteen (14) days advance notice.

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## **GLOSSARY**

### **I. TERMS USED IN DETERMINING RENT**

#### **ANNUAL INCOME (24 CFR 5.609)**

Annual income is the anticipated total income from all sources. This includes net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member for the 12 month period following the effective date of initial determination or reexamination of income. It does not include income that is temporary, non-recurring, or sporadic as defined in this section, or income that is specifically excluded by other federal statute. Annual income includes:

The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services.

The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

When the family has net family assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.

*NOTE: Treatment of lump sum payments for delayed or deferred periodic payment of social security or SSI benefits is dealt with later in this section.*

Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay.

All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b)(6) contains rules applicable to "as-paid" States).

Periodic and determinable allowances, such as alimony and child care support payments, and regular cash contributions or gifts received from persons not residing in the dwelling.

All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).

#### **EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)**

Annual income does not include the following:

Income from the employment of children (including foster children) under the age of 18 years;

Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance and workers' compensation) capital gains, and settlement for personal property losses;

Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member.

Income of a live-in aide, provided the person meets the definition of a live-in aide.

The full amount of student financial assistance paid directly to the student or the educational institution.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

Amounts received under HUD funded training programs (e.g. Step-up program); excludes stipends, wages, transportation payments and child care vouchers for the duration of the training.

Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self Sufficiency (PASS).

Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and child care, to allow participation in a specific program.

Amount received as a Resident services stipend. A modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.

Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of family members as resident

management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

Temporary, non-recurring, or sporadic income (including gifts).

Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (For all initial determinations and reexaminations of income on or after April 23, 1993.)

Earnings in excess of \$480 for each full-time student 18 years old or older, (excluding the head of household and spouse).

Adoption assistance payments in excess of \$480 per adopted child.

The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.

Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.

Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

Deferred periodic payments from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance

programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.

The following benefits are excluded by other Federal Statute as of August 3, 1933:

The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;

Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:

The Retired Senior Volunteer Program (RSVP)

Foster Grandparent Program (FGP)

Senior Companion Program (SCP)

Older American Committee Service Program

National Volunteer Antipoverty Programs such as:

VISTA

Peace Corps

Service Learning Program

Special Volunteer Programs

Small Business Administration Programs such as:

National Volunteer Program to Assist Small Businesses

Service Corps of Retired Executives

Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)]

Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]

Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624 (f)]

Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b))

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).

The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior.

Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu] Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.

Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation.

The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990. (42 USC 9858q)

Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32)(j).

Living allowances under Ameri-corps Program (Nelson Diaz Memo to George Latimer 11/15/94)

## **ADJUSTED INCOME**

Annual income, less allowable HUD deductions.

*Note: Under the Continuing Resolution, PHAs are permitted to adopt other adjustments to earned income for residents of Public Housing, but must absorb any resulting loss in rental income.*

All Families are eligible for the following:

Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual Income is computed. Child care expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

Dependent Deduction. An exemption of \$480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

Handicapped Expenses. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually handicapped, and equipment added to cars and vans to permit use by the handicapped or disabled family member.

For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

For Elderly and Disabled Families Only:

Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. Assistance Animals expenses such as veterinarian, groomer, and food costs for the service animal. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, and then medical expenses are added.

Elderly/Disabled Household Exemption: An exemption of \$400 per household.

## **II. GLOSSARY OF HOUSING TERMS**

**ACCESSIBLE DWELLING UNITS.** When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals

with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

**ACCESSIBLE FACILITY.** All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

**ACCESSIBLE ROUTE.** For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

**ADAPTABILITY.** Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.

**ADMISSION.** Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

**ALLOCATION PLAN.** The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

**ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.

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

**"AS-PAID" STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

**ASSETS.** (See Net Family Assets.)

**AUXILIARY AIDS.** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

**CEILING RENT.** An amount that reflects the reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve. The family pays the lower of the ceiling rent or the formula tenant rent.

**CHILD.** A member of the family other than the family head or spouse who is under 18 years of age.

**CITIZEN.** A citizen or national of the United States.

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

**CURRENT GROSS INCOME.** The gross income (total income without any deductions or allowances) the family expects to receive in the next 12 months based on a review of their current income. Current generally refers to the period approximately 180 days prior, or more recent, to the household's effective date.

**DEPENDENT.** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or older.

**DESIGNATED FAMILY.** The category of family for whom the PHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

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

**DISABLED PERSON.** A person who has a disability as defined in 42 U.S.C 423 or a developmental disability as defined in 42 U.S.C. 6001.

Also includes a person who is determined, under HUD regulations, to have a physical, mental, or emotional impairment that:

Is expected to be of long-continued and indefinite duration;

Substantially impedes the ability to live independently; and

Is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes).

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

**DISPLACED FAMILY..** A person or family displaced by governmental action or the PHA due to demolition, capital improvements, modernization, or rehabilitation or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

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



**DRUG-RELATED CRIMINAL ACTIVITY.** Term means:

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.

**DRUG TRAFFICKING.** The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**ELDERLY FAMILY.** A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well being.

**ELDERLY PERSON.** A person who is at least 62 years old.

**ELIGIBLE FAMILY (Family).** A family is defined by the PHA in the Admission and Continued Occupancy Plan.

**EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS.** Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

**EXCEPTIONAL MEDICAL OR OTHER EXPENSES.** Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

**EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

**EXTREMELY LOW-INCOME FAMILY.** A very low income family whose income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**FAMILY.** A Family may be a single person or a group of persons.

“Family is used interchangeably with “Applicant,” “Resident” or “Participant” and can refer to a single-person family.

A group of persons is defined by the PHA as two or more persons who intend to share residency whose income and resources are available to meet the family’s needs, and will live together in PHA housing.

Elderly, disabled, and displaced families are defined by HUD in CFR 5.403.

The term “Family” also includes, but is not limited to:

A family with or without children;

An elderly family;

A disabled family;

A near-elderly family;

A displaced family;

The remaining member of a resident family;

A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a resident family;

Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides are a family;

Two or more near-elderly persons living together, or one or more near-elderly persons living with one or more live-in aides.

**FAMILY OF VETERAN OR SERVICE PERSON.** A family is a "family of veteran or serviceperson" when:

The household includes a veteran or the spouse of the deceased veteran or the legal guardian of the minor child(ren) of the deceased veteran.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FOSTER CHILD CARE PAYMENT.** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

**FULL-TIME STUDENT.** A person who is attending school or vocational training on a full-time basis.

**HA.** A housing authority- either a public housing agency or an Indian housing authority or both.

**HANDICAPPED ASSISTANCE EXPENSES.** Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members which enable a family member (including the handicapped family member) to work.

**HANDICAPPED PERSON.** [Referred to as a Person with a Disability]. A person having a physical or mental impairment which:

Is expected to be of long-continued and indefinite duration;

Substantially impedes his or her ability to live independently; and

Is of such a nature that such ability could be improved by more suitable housing conditions.

**HEAD OF HOUSEHOLD.** The person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HOUSING AGENCY.** A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Act in which the U.S. Housing Act of 1937 was re-codified, and which added the Housing Choice Voucher Programs.

**HOUSING ASSISTANCE PLAN.**

A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

**HOUSING QUALITY STANDARDS (HQS).** The HUD minimum quality standards for housing assisted under the Public Housing and Housing Choice Voucher Programs.

**HUD.** The Department of Housing and Urban Development or its designee.

**HUD REQUIREMENTS.** HUD requirements for the Public Housing and Housing Choice Voucher Programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

**HURRA.** The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

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

**IMPUTED INCOME.** HUD passbook rate times the total cash value of assets, when assets exceed \$5,000.

**INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME FOR ELIGIBILITY.** Annual Income.

**INCOME TARGETING.** The HUD admissions requirement that HAS not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

**INDIAN.** Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

**INDIAN HOUSING AUTHORITY (IHA).** A housing agency established either:

By exercise of the power of self-government of an Indian Tribe, independent of State law, or

By operation of State law providing specifically for housing authorities for Indians.

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

**INTEREST REDUCTION SUBSIDIES.** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgages of Section 236 projects and front-end loan discounts paid on BMIR projects.

**INVOLUNTARILY DISPLACED PERSON.** Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.

**LANDLORD.** Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner. Refers to the PHA in this plan.

**LEASE.** A written agreement between an owner and an eligible family for the leasing of a housing unit.

**LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who:

- Is 18 eighteen years of age or older.

- Is determined to be essential to the care and well-being of the person.

- Is not obligated for the support of the person.

- Would not be living in the unit except to provide necessary supportive services.

**LOCAL PREFERENCE.** A preference used by the PHA to select among applicant families without regard to their date and time of application.

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

**MARKET RENT.** The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Housing Choice Voucher Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

**MEDICAL EXPENSES.** Those total medical expenses anticipated during the period for which Annual Income is computed, and which are not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

**MINIMUM RENT.** An amount established by the PHA between zero and \$50.00.

**MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances.

**MONTHLY INCOME.** 1/12 of the Annual Income before allowances.

**NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**NEAR-ELDERLY FAMILY.** A family whose head, spouse, or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

**NET FAMILY ASSETS.** The net cash value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

**NONCITIZEN.** A person who is neither a citizen nor national of the United States.

**NON-CITIZENS RULE.** The regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

**OCCUPANCY STANDARDS.** [Now referred to as **Subsidy Standards**] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

**OVER-INCOME for Continued Occupancy.** Exceeding 120 percent of the Area Median Income.

**PARTICIPANT.** A family that has been admitted to the PHA program, and is currently assisted in the program.

**PHA.** A housing authority who operates Public Housing.

**PREMISES.** The building or complex in which the dwelling unit is located including common areas and grounds.

**PRIOR YEAR GROSS INCOME.** See definition of Retrospective Gross Income.

**PUBLIC ASSISTANCE.** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

**PUBLIC HOUSING AGENCY (PHA).** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

**QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998.** The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Housing Choice Voucher Program assistance programs.

**RECERTIFICATION.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the resident will pay for the next 12 months if no interim changes are reported by the family.

**REMAINING MEMBER OF RESIDENT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

**RESPONSIBLE ENTITY. 1.** For the public housing, Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Housing Choice Voucher Programs, the responsible entity means the Section 8 owner. **2.** The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

**RETROSPECTIVE (PRIOR YEAR) GROSS INCOME.** The gross income (total income without any deductions or allowances) received by the household during the prior 12 months ending 120 days before the recertification effective date. The period always begins on the first day of the month and ends on the last day of the month. The retrospective period is fixed; it does not change or update after it is communicated to the household. All income received during this time period will be counted, regardless of length of time or amount received, with the exception of HUD allowable exclusions and household members who turned 18 during the retrospective period. Earned income received by a household member turning 18 during the retrospective period will not be included.

**SECRETARY.** The Secretary of Housing and Urban Development.

**SECURITY DEPOSIT.** A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.

**SERVICE PERSON.** A person in the active military or naval service (including the active reserve) of the United States.

**SECTION 214.** Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

**SINGLE PERSON.** A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a resident family.

**SMOKING.** Inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or other tobacco products or plants in any manner, in any form.

**SPOUSE.** The marriage partner of the head of the household. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the

relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

**STANDARD RENT HOUSEHOLDS.** TTP is determined by the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income;
- 10 percent of the family's monthly income;
- If the family is receiving payments for welfare assistance from a public agency and a part of those payments is specifically designated to meet the family's housing costs, the portion of those payments which is so designated; or
- The minimum rent.

**SUBSIDIZED PROJECT.** A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;

A Public Housing Project.

**SUBSIDY STANDARDS.** Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**TENANT.** (Synonymous with resident) The person or persons who executes the lease as lessee of the dwelling unit.

**TENANT RENT.** The amount payable monthly by the family as rent to the PHA.

**TIERED RENT HOUSEHOLDS.** Total Tenant Payment (TTP) is determined by which tier the household's retrospective annual gross income (current households) and current gross income (new admissions) falls into. Income recertifications occur triennially. Households cannot have interim recertifications, but may qualify for temporary hardships to reduce their TTP.

**TOTAL TENANT PAYMENT (TTP).** The highest of the following amounts, rounded to the nearest dollar:

- (1) 30 percent of the family's monthly adjusted income;
- (2) 10 percent of the family's monthly income;
- (3) If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated; or
- (4) The minimum rent, as determined in accordance with § [5.630](#).

**UNIT/HOUSING UNIT.** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

**UTILITIES.** Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE.** The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

**UTILITY REIMBURSEMENT PAYMENT.** The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VERY LARGE LOWER-INCOME FAMILY.** Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

**VERY LOW INCOME FAMILY.** A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

**VETERAN.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

**VIOLENT CRIMINAL ACTIVITY.** Any illegal 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.

**WAITING LIST.** A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

**WELFARE ASSISTANCE.** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments.



**WORK-ABLE FAMILY.** A family whose head (including co-head), spouse, or sole member is a person who is not considered disabled (see definition of “disabled person”) and is less than 62 years of age.

## **Chapter 1**

### **STATEMENT OF POLICIES AND OBJECTIVES**

#### **INTRODUCTION**

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

Administration of the Public Housing Program and the functions and responsibilities of the Public Housing Authority (PHA) staff shall be in compliance with the PHA's Personnel Policy, any union agreements of the PHA, and this Admissions and Continued Occupancy Policy. The administration of this PHA's housing program will also meet the requirements of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts 1, 5, 8, 100 and 900-966 (Code of Federal Regulations).

#### **A. HOUSING AUTHORITY MISSION STATEMENT**

The Akron Metropolitan Housing Authority provides quality, affordable housing and services as a platform to develop people, property and community.

#### **FIVE YEAR AGENCY GOALS**

Goal 1: Preserve & Expand Quality Affordable Housing

Goal 2: Maintain Operational Excellence While Pursuing Innovation and Efficiencies

Goal 3: Improve Resident Quality of Life

Goal 4: Positively Impact Community Change

#### **B. LOCAL OBJECTIVES**

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

To provide improved living conditions for extremely low and low income families while maintaining their rent payments at an affordable level.

To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for residents and their families.

To avoid concentrations of economically and socially deprived families in any one or all of the PHA's public housing developments.

To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to PHA employees.

To attempt to house a resident body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in the PHA's jurisdiction.

To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.

To facilitate the judicious management of the PHA inventory, and the efficient management of the PHA staff.

To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal, state and local laws and regulations so that the admissions and continued occupancy are conducted without regard to age, race, color, religion, creed, sex, gender identity or expression, sexual orientation, military status national origin, ancestry, marital status disability or familial status.

### **C. PURPOSE OF THE POLICY**

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

### **D. FAIR HOUSING POLICY**

It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The PHA will comply with all laws relating to Civil Rights, including:

Title VI of the Civil Rights Act of 1964

Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)

Executive Order 11063

Section 504 of the Rehabilitation Act of 1973

The Age Discrimination Act of 1975

Architectural Barriers Act

Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)

Any applicable State laws or local ordinances and any legislation protecting individual rights of residents, applicants or staff that may subsequently be enacted.

The PHA shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, military status, age, ancestry, sexual orientation, marital status, gender identity and in accordance with the HUD LGBT rule in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the PHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

Posters and housing information are displayed in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide Federal/State/local information to public housing residents regarding "discrimination" and any recourse available to them if they believe they are victims of discrimination. Such information will be made available to them during the resident orientation session.

The Akron Metropolitan Housing Authority's Central Office, 100 W. Cedar St., Akron, Ohio is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by Ohio Relay; 1 (800) 750-0750.

The PHA shall not, on account of race, color, sex, religion, familial status, disability, national origin, military status, age, ancestry, sexual orientation, marital status, or gender identity:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

- Provide housing that is different from that provided to others;

- Subject a person to segregation or disparate treatment;

- Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

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

- Deny a person access to the same level of services.

The PHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets).

#### **E. SERVICE AND ACCOMMODATIONS POLICY**

It is the policy of the PHA to provide courteous and efficient service to all applicants for housing assistance. In that regard, the PHA will endeavor to accommodate persons with disabilities, as well as those persons with language and literacy barriers.

This policy is applicable to all situations described in this Admissions and Continued Occupancy Policy when a family initiates contact with the PHA, when the PHA initiates contact with a family including when a family applies, and when the PHA schedules or reschedules appointments of any kind.

It is the policy of this PHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

The PHA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on PHA forms and letters to all families, and all requests will be verified so that the PHA can properly accommodate the need presented by the disability.

### **Federal Americans with Disabilities Act of 1990**

With respect to an individual, the term "disability," as defined by the 1990 Act means:

A physical or mental impairment that substantially limits one or more of the major life activities of an individual;

A record of such impairment; or

Being regarded as having such impairment.

### **Undue Hardship**

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create a hardship(undue financial and administrative burden) for the PHA, meaning an action requiring "significant difficulty or expense."

In determining whether accommodation would create an undue hardship, the following guidelines will apply:

The nature and cost of the accommodation needed;

The overall current financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and

The number of persons currently employed at such facility, the number of families likely currently to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

### **Reasonable Accommodation**

The AMHA does not discriminate in admission or access to, or treatment in its federally assisted programs and activities on the basis of disability. AMHA identifies the Reasonable Accommodation Coordinator as the AMHA employee responsible for coordinating AMHA's efforts to comply with the nondiscrimination provisions set forth in 24 CFR Part 8.

Requests for accommodation or modification of a unit may require verification or clarification by a reliable, knowledgeable individual; such as, a doctor, licensed professional, or reliable third party if the nexus between the disability and the accommodation sought is not obvious.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that the accommodation will meet the need presented by the disability.

All PHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

### **Application Process**

For purposes of this section, the PHA will make the following types of accommodations to persons with disabilities to facilitate the application process:

Permitting the submission of applications or certification forms by mail or electronically.

Permitting an authorized designee to participate in the application or certification process. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

### **Recertification by Mail**

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

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

If there is more than one adult member in the household, but only one is disabled, recertifications will not be processed through the mail. In such cases, the family may choose to have the PHA conduct the recertification by a home visit or to have the able adult family members will come in for the appointment and then take the necessary forms home to the member with a disability for completion and signature.

### **Home Visits**

When requested and where the need for reasonable accommodation has been established, the PHA will conduct home visits to residents to conduct annual and interim recertifications.

Requests for home visit recertifications must be received by the PHA at least 7 (seven) days before the scheduled appointment date in order for the request to be considered.

The PHA will consider home visit recertifications, which are requested after the scheduled appointment has been missed, according to the number of allowed rescheduled appointments noted in Chapter 11, titled Reexaminations.

### **Other Accommodations**

The Housing Authority utilizes organizations which provide assistance for hearing- and sight-impaired persons when needed.

The PHA will refer families who have persons with disabilities upon their request to agencies in the community that offer services to persons with disabilities.

#### **F. LANGUAGE ASSISTANCE**

The PHA will take necessary steps to ensure meaningful access to the housing and services available at the PHA by people of limited English-speaking proficiency, in compliance with Title VI of the 1964 Civil Rights Act, HUD Guidance, and other applicable laws.

The PHA will provide interpreter services for all Limited English Proficient (LEP) individuals who need access to language assistance to apply or communicate with PHA employees. These interpreters may be in person or by telephone. Where possible, the PHA will utilize translated documents to assist LEP individuals with applying for the PHA's services and to communicate appointments and other items regarding a LEP individual's application for housing or LEP resident's housing. These interpreter or translation services will be provided at no cost to the applicant or resident.

Service providers will be available to assist in completing the application and certification process with PHA identified persons with literacy barriers.

#### **G. PUBLIC HOUSING MANAGEMENT ASSESSMENT SYSTEM (PHAS) OBJECTIVES** [24 CFR 901 & 902]

The PHA operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that the PHA is using its resources in a manner that reflects its commitment to quality and service. The PHA policies and practices are consistent with the new Public Housing Assessment System (PHAS) outlined in the 24 CFR Parts 901 and 902 final published regulations.

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

#### **H. FAMILY OUTREACH**

The PHA will publicize and disseminate information to make known the availability of housing units and housing-related services for very low income families on a regular basis.

The PHA will communicate the status of housing availability to other service providers in the community. The PHA will advise them of housing eligibility factors and guidelines in order that they can make proper referrals for those who seek housing.

#### **I. PRIVACY RIGHTS**

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

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

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the Reasonable Accommodation (RA) Coordinator.

The PHA's practices and procedures are designed to safeguard the privacy of applicants and residents. PHA staff will not discuss or access family information contained in files unless there is a business reason to do so. Staff will be required to disclose whether s/he has relatives living in Public Housing. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.

#### **J. POSTING OF REQUIRED INFORMATION**

The PHA will maintain a bulletin board in a conspicuous area of the Occupancy Lobby at the Central Office which will contain:

- Statement of policies and procedures governing Admission and Continued Occupancy Policy (ACOP) or a notice of where the policy is available

- Information on application taking

- Directory of the PHA's housing sites including names, address of offices and office hours at each facility.

- Income limits for Admission

- Current schedule of routine maintenance charges

- A copy of the lease

- The PHA's grievance procedures

- A Fair Housing Poster

- An Equal Opportunity in Employment poster

- Current Resident Notices

- Required public notices

Site developments will maintain a bulletin board in a conspicuous place which will contain:



Tenant Selection policies  
Information on application taking  
Income limits for admission  
Current schedule of maintenance charges  
Copy of lease  
PHA's grievance procedures  
Fair Housing poster  
Equal Opportunity in Employment poster  
Current Resident Notices  
Mission Statement

**Chapter 2**  
**ELIGIBILITY FOR ADMISSION**  
**[24 CFR 960.201]**

**INTRODUCTION**

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

**A. QUALIFICATION FOR ADMISSION**

It is the PHA's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

Is a family as defined in this Chapter.

Head or spouse is at least 18 years of age.

Heads a household where at least one member of the household is either a citizen or eligible non-citizen. (24 CFR Part 200 and Part 5, Subpart E).

Has an Annual Income at the time of admission that does not exceed the low income limits for occupancy established by HUD and posted separately in the PHA offices.

Provides a Social Security number for all family members, or will provide written certification that they do not have Social Security numbers with the exception of a child under the age of 6 who was added to the household within the 6-month period prior to the household's date of admission. In this case, an applicant must furnish acceptable proof of a Social Security Number for the child within 90 calendar days from the date of admission. An extension of one additional 90-day period must be granted if the PHA determines, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant.

Meets or exceeds the resident selection and suitability criteria as set forth in this policy.

**B. FAMILY COMPOSITION**

**Definition of Family**

The applicant must qualify as a Family. A Family may be a single person or a group of persons.

A group of persons is defined by the PHA as two or more persons who intend to share residency whose income and resources are available to meet the family's needs, and will live together in PHA housing.

Elderly, disabled, and displaced families are defined by HUD in CFR 5.403.

The term “Family” also includes, but is not limited to:

- A family with or without children;

- An elderly family;

- A disabled family;

- A near-elderly family;

- A displaced family;

- The remaining member of a resident family;

- A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a resident family;

- Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides are a family;

- Two or more near-elderly persons living together, or one or more near-elderly persons living with one or more live-in aides.

The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.

#### **Occupancy by Police Officers**

In order to provide an increased sense of security for public housing residents the PHA may allow public housing units to be occupied by police officers.

Police officers will not be required to be income eligible to qualify for admission to the PHA’s public housing program.

#### **Head of Household**

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

A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Family, provided that the person is at least partially responsible for paying the rent.

#### **Spouse of Head**

Spouse means the husband or wife of the head.

For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term “spouse” does not apply to boyfriends, girlfriends, significant others, or co-heads.

## **Co-head**

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

## **Live-In Aide**

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

- Is 18 (eighteen) years of age or older.

- Is determined by the PHA to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities,

- Is not obligated for the support of the person(s), and

- Would not be living in the unit except to provide care for the person(s).

The live-in aide will be subject to the PHA's background screening criteria and must annually certify proof of continued residence in the unit. The household will be subject to annual re-certification of the continued disability/need for the live-in aide for those that were not certified with a permanent disability.

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

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

- Live-in aides are not subject to Non-Citizen Rule requirements.

- Live-in aides may not be considered as a remaining member of the resident family.

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

A spouse, partner or child(ren) of a live-in aide may also reside in the unit, provided that their presence is approved by the PHA and that their presence does not overcrowd the unit; as no additional bedroom(s) will be provided to accommodate the family of a live-in aide.

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

After the PHA approves the addition of a live-in aide on behalf of a resident, the resident must submit a specific live-in aide's name and information for approval by the PHA within 60 calendar days of the PHA's notification.

If the 60 calendar days expire, the resident will have to resubmit an application for approval of a live-in aide, unless otherwise approved by the PHA.

If the family removes the current approved live-in aide and does not submit a specific replacement live-in aide's name and information for approval by the PHA within 60 calendar days of the PHA's notification, and the 60 day period expires, the family will have to resubmit an application for approval of a live-in aide, unless otherwise approved by the PHA.

If AMHA approves a reasonable accommodation that increases the unit size for a family based upon disability, and that disability no longer exists, the family will be returned to a unit size that is based solely on the family composition of the household. The family will be placed on the transfer list for an appropriately-sized unit.

The PHA will require the live-in aide to execute a lease rider agreeing to abide by the terms and conditions of occupancy set forth in the lease agreement. If the live-in aide violates provisions of the lease rider, the PHA may take action against the live-in aide separate from action against the assisted family.

If the live-in aide or their family members participate in drug-related or criminal activity, the PHA will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to the grievance hearing process of the agency.

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

#### **Joint Custody of Children**

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively. When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent

### **C. MANDATORY SOCIAL SECURITY NUMBERS** [24 CFR 5.216]

Families are required to provide verification of Social Security Numbers for all family members prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of Social Security Numbers is grounds for denial of admission or termination of tenancy.

Persons who have not been issued a Social Security Number must sign a certification stating that they have never been issued a Social Security Number.

Persons who disclose their Social Security Number but cannot provide verification must sign a certification and provide verification within 90 days. Individuals exempt from disclosure are individuals who do not contend to have eligible immigration status, residents who are 62 years of age or older as of January 31, 2010, and residents who have previously disclosed a valid Social Security Number.

For an applicant only, if a child under the age of 6 who was added to the household within the 6-month period prior to the household's date of admission, the applicant may become a participant so long as they furnish acceptable proof of a Social Security Number for the child within 90 calendar days from the date of admission. An extension of one additional 90-day period must be

granted if the PHA determines, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant. Failure to produce verification of the Social Security Number within the required time period is grounds for denial or termination of assistance.

#### **D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS**

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

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

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their income-based assistance (TTP) will be pro-rated and that they may request a hearing if they contest this determination. If such a family chooses flat rent, the flat rent will not be pro-rated if the flat rent is greater than the Public Housing Maximum Rent. If the Public Housing Maximum Rent is greater than the flat rent, and the family chooses flat rent, the rent will be pro-rated.

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

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

The PHA will establish and verify eligibility no later than the date of the family's annual reexamination following October 21, 1998.

#### **E. OTHER ELIGIBILITY CRITERIA**

All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

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

- To pay rent and other charges as required by the lease in a timely manner;

- To care for and avoid damaging the unit and common areas;

- To use facilities, appliances and equipment in a reasonable way;

- To create no health or safety hazards, and to report maintenance needs in a timely manner;

- Not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;

Not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the PHA premises;

*Not to have ever* been convicted of manufacturing or producing methamphetamine, also known as “speed,” on the premises of federally assisted housing;

Not to contain a household member subject to lifetime sex offender registration requirement under a State Sex offender registration program;

To comply with necessary and reasonable rules and program requirements of HUD and the PHA; and,

To comply with local health and safety codes.

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

Previous outstanding debts to this PHA or any PHA resulting from a previous tenancy in the public housing or Housing Choice Voucher Program must be paid in full before housing will be offered.

No Payment Agreement will be accepted after moving into housing.

Either spouse is responsible for the entire debt incurred as a previous PHA resident. Adults or spouse who had incurred a debt to the PHA will be held responsible for the parent’s previous debt.

### **F. DENIAL OF ADMISSION FOR DRUG-RELATED AND/OR OTHER CRIMINAL ACTIVITY**

#### **Purpose**

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the PHA to fully endorse and implement a policy which is designed to:

Help create and maintain a safe and drug-free community;

Keep our program participants free from threats to their personal and family safety;

Support parental efforts to instill values of personal responsibility and hard work;

Help maintain an environment where children can live safely, learn and grow up to be productive citizens; and

Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

#### **Administration**

All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability, or against other legally protected groups, and not to violate right to privacy.

To the maximum extent possible, the PHA will involve other community and governmental entities in the promotion and enforcement of this policy.

This policy will be posted on the PHA's bulletin board and copies made readily available to applicants and residents upon request.

### **HUD Definitions**

"Drug related criminal activity" is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Drug related criminal activity means *on or off the premises, not just on or near the premises*.

"Covered person" means a resident, any member of the resident's household, a guest, or another person under the resident's control.

"Criminal activity" includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the PHA.

"Drug" means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

"Guest" for purposes of this Chapter, means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf on the resident.

"Household" means the family and PHA-approved live-in aide.

"Other person under the resident's control", for the purposes of the definition of "covered person", means that the person, although not staying as a guest (as defined above) in the unit is, or was at the time of the activity in question, on the premises (as defined in this section) because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

"Premises" means the building, complex or development in which the public housing dwelling unit is located, including common areas and grounds.

"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.

### **Screening for Drug Abuse and Other Criminal Activity**

In an effort to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, the PHA will endeavor to screen applicants as thoroughly and fairly as possible.



If in the past the PHA initiated a lease termination, which may or may not have resulted in eviction for any reason cited under the Screening and Eviction for Drug Abuse and Other Criminal Activity Notice, for a family, as a prior resident of public housing, the PHA shall have the discretion to consider all circumstances of the case regarding the extent of participation by non-involved family members.

### **FBI and Law Enforcement Records**

The PHA will check criminal history for all adults in the household to determine whether any member of the family has engaged in violent or drug-related criminal activity.

The PHA will check criminal history for all members of the household to determine whether any member of the family is subject to a lifetime sex offender registration requirement, using the Dru Sjodin National Sex Offender Website.

Verification of any past activity will be done prior to final eligibility and will include a check of conviction records.

The PHA has contracted with an FBI approved channeling agent, to process and funnel requests in order to obtain National Crime Information Center (NCIC) data for the purpose of accessing FBI criminal records.

If the channeling agency indicates to the PHA that there is a criminal history record indexed in the Interstate Identification Index which might belong to the applicant, the PHA must submit an applicant fingerprint card to the FBI through the appropriate channel in order to verify whether the criminal record is in fact the applicant's. Should the applicant instead elect to withdraw their application, no further action will be necessary.

### **Standard for Violation**

1. Persons currently listed on the AMHA Criminal Trespass List are not eligible for housing.
2. Persons who were evicted and/or have had their subsidy terminated from public housing, Indian housing, Section 23, or any Section 8 program because of drug related criminal activity are ineligible for admission to Public Housing for a three (3) year period beginning on the date of such eviction.

The PHA will admit the household if the PHA determines:

The person demonstrates successful completion of a rehabilitation program approved by the PHA, or

The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person has died or is imprisoned.

### **Permanent Denial of Admission**

The PHA will permanently deny admission to public housing persons convicted of manufacturing or producing methamphetamine on the premises of a federally assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds. The PHA will not waive this requirement.

### **Prohibition on Persons Subject to Sex Offender Registration Requirement**

1. The PHA will permanently deny admission to public housing to any family in which a family member is subject to a lifetime sex offender registration requirement. This provision will not be waived.
2. Persons who have been found to be a sexual offender and subject to registration for a less than life time term are not eligible for housing until the time period for registration expires.

The PHA shall perform necessary criminal history background checks in the State where the housing is located and in any other States where household members are known to have resided.

### **G. CRITERIA FOR HOUSING APPLICANTS AND HOUSEHOLD MEMBERS WITH CRIMINAL CONVICTIONS**

#### **Drug Convictions (excluding minor misdemeanors)**

Not eligible for housing for three (3) years after completion of sentence

However, the household may be admitted if, after considering the individual circumstances of the household, the PHA determines that the convicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the PHA.

#### **Violent Criminal Activity Convictions:**

Not eligible for housing for three (3) years after completion of sentence

#### **Traffic Offenses**

Do not apply. Except repeated DUI's, unless the applicant can show evidence of rehabilitation and recovery.

#### **Evidence of Rehabilitation**

Evidence of rehabilitation shall include completion of rehabilitation through a recognized rehabilitation program and evidence of abstinence, subject to appropriate use of the PHA's discretion and consistent with other screening criteria. The PHA's discretion shall not exceed three (3) years.

**Note for All of the Above Categories:** In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable

future conduct. The PHA will consider evidence of the family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

### **Notification of Unsuitability**

If an applicant is deemed unsuitable for the Conventional Public Housing program as a result of the pre-placement review, the applicant will be informed of this, in writing. The notification will advise the applicant of the reason for the determination and of the right to an informal hearing as outlined in Chapter 13 of this policy, concerning the Complaints, Grievances and Appeals. An applicant who is deemed unsuitable as a result of this review may still be considered eligible for the Housing Choice Voucher Program, depending upon qualification under the HCVP Administrative Plan.

### **Evidence**

The PHA must have evidence of the violation.

"Preponderance of evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

Preponderance of evidence is not to be determined by the number of witnesses, but by the greater weight of all evidence.

"Credible evidence" may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by PHA inspectors and/or investigators, and evidence gathered from the PHA Hotline.

The PHA may pursue fact-finding efforts as needed to obtain credible evidence.

### **Confidentiality of Criminal Records**

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

### **Disclosure of Criminal Records to Family**

Before the PHA takes any adverse action based on a criminal conviction record, the applicant and subject of record will be provided with a summary of the criminal record and an opportunity to dispute the record at an informal hearing.

### **Victims of Violent Crimes**

No applicant for public housing who has been a victim of domestic violence, dating violence, sexual assault or stalking shall be denied admission into the program if they are otherwise qualified.

### **Hearings**

(See Chapter titled Complaints, Grievances and Appeals)

If information is revealed that would cause the PHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the PHA's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals. The household is not eligible for a formal grievance hearing.

#### **H. SCREENING FOR SUITABILITY** [24 CFR 960.203, 960.204, 960.205]

In developing its admission policies, the aim of the PHA is to attain a resident body composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families and families with serious social problems. Therefore, it is the policy of the PHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.

The PHA will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification.

If the family has been evicted from federally assisted housing for serious lease violation, other than drug related criminal activity (see Standard of Violation page 2-8), the applicant will be deemed unsuitable for 3 (three) years.

An applicant's intentional misrepresentation of any information related to eligibility, (with the exception of the criminal background screening, see section Chapter 2-G), award of preference for admission, housing history, allowances, family composition or rent will result in denial of admission. If the applicant file has been withdrawn for misrepresentation on any of the application information, the applicant must wait a minimum of six (6) months from the date the application was withdrawn to reapply for housing.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance which they can demonstrate that they have or will have at the time of admission (24 CFR 8.3 Definition: Qualified Individual with Handicaps). The availability of assistance is subject to verification by the PHA.

The PHA's minimum age for admission as head of household is 18, to avoid entering into leases which would not be valid or enforceable under applicable law.

The PHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

- The applicant's past performance in meeting financial obligations, especially rent.

- Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other residents or neighbors.

- Any history of criminal activity on the part of any applicant family member involving criminal acts, including drug-related criminal activity.

- Any history or evidence of repeated acts of violence on the part of an individual, or a

pattern of conduct constituting a danger to peaceful occupancy by neighbors.

Any history of initiating threats or behaving in a manner indicating intent to assault employees or other residents.

Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the PHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare. [24 CFR 960.203(c)]

Adversely affect the physical environment or financial stability of the project. [24 CFR 960.203(c)]

Violate the terms and conditions of the lease. [24 CFR 960.203(c)].

Require services from PHA staff that would alter the fundamental nature of the PHA's program. [24 CFR 8.3]

### **Rent Paying Habits**

The PHA will examine any Housing Authority records from a prior tenancy, and may request written references from the applicant's current landlord and former landlords for up to the past 2 (two) years.

Based upon these verifications, the PHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past 3 (three) years for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

### **Screening Applicants Who Claim Mitigating Circumstances**

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

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the PHA's screening assessment of the applicant, mitigating circumstances must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the PHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. The PHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically or psychiatrically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

### **Examples of Mitigating Circumstances**

Evidence of successful rehabilitation;

Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by the PHA;

Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The PHA will consider such circumstances in light of:

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

The applicant's overall performance with respect to all the screening requirements.

### **Qualified and Unqualified Applicants**

Information which has been verified by the PHA will be analyzed and a determination will be made with respect to:

The eligibility of the applicant as a *family*;

The eligibility of the applicant with respect to income limits for admission;

The eligibility of the applicant with respect to citizenship or eligible immigration status;

Preference category (if any) to which the family is entitled.

Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and PHA procedures, except for a pending PHA hearing.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. The PHA shall provide applicants an opportunity for an informal hearing (see chapter titled Complaints, Grievances, and Appeals)

The PHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the PHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not

directly controlled by the PHA, such as turnover rates and market demands as they affect bedroom sizes and project location.

### **Documenting Findings**

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

**Criminal Activity** - includes the activities listed in the definition of criminal activity in this Chapter.

**Pattern of Violent Behavior** - includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.

**Pattern of Drug Use** - includes a determination by the PHA that the applicant has exhibited a pattern of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

**Drug Related Criminal Activity** - includes a determination by the PHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance.

**Pattern of Alcohol Abuse** - includes a determination by the PHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

**Initiating Threats** - or behaving in a manner indicating intent to assault employees or other residents.

**Abandonment of a Public Housing Unit** - without advising PHA officials so that staff may secure the unit and protect its property from vandalism.

**Non-Payment of Rightful Obligations** - including rent and/or utilities and other charges owed to the PHA [or any other PHA].

**Intentionally Falsifying an Application for Leasing** - including uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

**Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior** - consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance

or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

**Grossly Unsanitary or Hazardous Housekeeping** - includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

**Destruction of Property** - from previous rentals.

**Whether Applicant or Resident is Capable of Maintaining the Responsibilities of tenancy** - In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in attendant will be considered in making this determination.

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

The PHA may waive the policies prohibiting admission in these circumstances if the person demonstrates to the PHA's satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and has successfully completed a supervised drug or alcohol rehabilitation program.

### **Prohibited Criteria for Denial of Admission**

Applicants will NOT be rejected because they:

- Have no income;
- Are not employed;
- Do not participate in a job-training program;
- Will not apply for various welfare or benefit programs;
- Have children;
- Have children born out of wedlock;
- Are on welfare;
- Are students.

## **I. HEARINGS**

If information is revealed that would cause the PHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an



informal hearing according to the PHA's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.

## **J. REENTRY PILOT PROGRAM**

The U.S. Department of Housing and Urban Development (HUD) has encouraged public housing authorities across the country to adopt programs that enable some formerly incarcerated individuals to gain stability and reunite with family living in public housing. Research shows that this approach to reentry strengthens families and enhances safety in communities. Recognizing the many factors involved in successful reentry, the PHA pilot reentry program effective January 1, 2016 is subject to evaluation and modification:

Pilot size will be limited to 10 individuals at any given time

Those accepted to the pilot will be 18 years of age and older selected from among applicants ineligible under PHA screening criteria due to the criminal background policy, but under no circumstances will those accepted be ineligible under federal criteria.

Eligible candidates must be joining a household currently residing in the PHA's public housing. Those households must be in good standing under terms of the lease with the PHA and must be willing to add the candidate to the household as a guest.

Referral from the Summit County reentry court, other court systems or court programs, , and/or the PHA hearing officers will be the initial step toward acceptance to the pilot.

Reentry court judges will utilize resources available to them in making the referral, including in all circumstances the Ohio Risk Assessment System, the validated tool to assess the likelihood of future crimes by adult offenders.

The PHA will identify a community reentry leader/organization to interview candidates referred and to make a recommendation to the PHA.

Final review and acceptance into the pilot will be the responsibility of the PHA staff subject to review of reports and recommendations from referral and assessment sources, candidate interview(s), an interview with the household welcoming the guest and confirmation of eligibility.

Income will not be included in calculation of rent for the initial 12 months during which the pilot participant will be considered a guest and not a party to the lease.

If the pilot participant/guest violates the lease, s/he may be terminated from the pilot program and guest privileges may be immediately revoked. This will not jeopardize the residency of the household under lease, unless member(s) of the household are directly involved in the lease violation. In such cases, the terms of the lease will apply.

In the event of recidivism, i.e. an action resulting in a further conviction by the court and/or decision to (re)incarcerate the participant, inclusion in the pilot will cease and guest privileges will be immediately revoked.

Success will be determined by the participants' adherence to all terms as a guest, i.e. success as a resident of the PHA.

Greater success will be determined by the participants' return to, or entry into, the workforce, and the participants' ability to lease or purchase other housing.

If the participant remains in the household successfully for 1 year, s/he may be added to the lease if desired by the existing leaseholder. A recertification will be done to include income of the participant when the lease is amended.

If the participant desires, s/he will be encouraged to apply for housing and/or a voucher for housing assistance at the time of acceptance to the pilot.

The participant will not be eligible for selection from the waiting list until a full year in the pilot has been successfully completed, unless eligible under the PHA's established criteria for criminal background.

## **Chapter 3**

### **APPLYING FOR ADMISSION**

#### **INTRODUCTION**

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

#### **A. HOW TO APPLY**

Families who wish to apply for any of the PHA's programs must complete an online application when application taking is open.

Persons with disabilities may call the PHA to make other arrangements to complete their application.

#### **The Application Process:**

The PHA will process applications for assisted housing in accordance with the following two-phase procedure:

#### **Phase One: Preliminary Application**

1. Individuals or Families can apply by visiting the Akron Metropolitan Housing Authority website at [www.akronhousing.org](http://www.akronhousing.org), and following the instructions for submitting a preliminary application. Individuals without access to a computer can contact the Housing Placement Office for assistance.
2. Once a preliminary application has been submitted online, the applicant will be provided with a confirmation number as proof of the date and time of their application.
3. The PHA will assume that the facts certified by the applicant in the preliminary application are correct, although all those facts will be subject to verification later in the application process.
4. Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

Applicants are required to inform the PHA in writing of changes in family composition, income, and address, as well as any changes in their preference status. Applicants are also required to respond to requests from the PHA to update information on their application, or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings within 10 (ten) working days will result in the applicant being removed from the waiting list (See chapter on Complaints, Grievances and Appeals).

## **Phase Two: Full Application**

1. The HA will notify the family by first class mail, phone or e-mail when it is selected from the preliminary waiting list to attend an orientation/interview and complete the full application. The notice will inform the family of the following:

- a. Date, time and location of the scheduled orientation/interview, including any procedures for rescheduling the orientation/interview.
- b. Who is required to attend the orientation/interview.
- c. Documents that must be provided at the interview to verify eligibility for a preference, if applicable.
- d. Other documents and information that should be brought to the interview.

If a notification letter is returned to the PHA with no forwarding address, the family will be removed from the preliminary waiting list without further notice. Such failure to act on the part of the applicant prevents the PHA from making an eligibility determination; therefore, no formal hearing will be offered.

Reasonable accommodation will be made for persons with a disability who require an advocate. A designee will be allowed to provide some information, but only with permission of the person with a disability.

### **Requirements to Attend the Orientation/Interview**

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

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members whom attendance would be a hardship.

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

Interviews will be conducted in English. For Limited English Proficient (LEP) applicants, the PHA will provide translation services in accordance with the PHA's Language Assistance Plan.

If the family is unable to attend a scheduled interview, the family should contact the PHA within 30 days of the original appointment date to schedule a new appointment. Failure to appear for the scheduled interview without a request to reschedule will be interpreted to mean that the family is no longer interested, and their preliminary application will be withdrawn. Such failure to act on the part of the applicant prevents the PHA from making an eligibility determination; therefore, the PHA will not offer an informal hearing. Applicants may reschedule one time only. Any Additional requests to reschedule will require proof of just cause.

Clients who fail to respond within 30 days will have the option to complete a new preliminary

application.

### **Information Required**

The following information must be provided for ALL family members:

1. Birth Certificates / Record of Birth
2. Social Security Cards
3. Government Issued Photo Identification or other photo identification of comparable reliability such as a school or business photo ID
4. Statement of Income (Wages, TANF, SS, Pension, etc.)
5. Value of Assets (Savings, Checking, CD's, Property, etc.)
6. All required citizenship or immigration status forms

### **Completing the Full Application**

If the family is claiming a waiting list preference, the family must provide documentation to verify their eligibility for a preference (see chapter titled Verification Procedures). If the PHA determines the family is not eligible for the preference, the family will be placed back on the waiting list based on their adjusted preference points, then by date and time of their application.

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

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

Final eligibility will be determined when the full application process is completed and all information has been verified. The purpose of the full application is to permit the PHA to assess family eligibility or ineligibility and to determine placement.

The full application may contain questions designed to obtain the following information:

- Names of head and spouse
- Names and ages of all members
- Number of family members (used to estimate bedroom size needed)
- Physical address
- Mailing address (If PO Box or other permanent address)
- Phone numbers
- Annual income
- Source(s) of income received by household members
- Information regarding request for reasonable accommodation or for accessible unit
- Social Security Numbers

Race/ethnicity  
Arrests/Convictions  
Previous address  
Names and address of current and previous landlords  
Emergency contact person phone number and address  
Questions regarding previous participation in HUD programs

Applicants are required to inform the PHA in writing of changes in family composition, income, address and phone number, as well as any changes in their preference status. Applicants are also required to respond to requests from the PHA to update information on their application or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings within 10 (ten) working days will result in the applicant being removed from the waiting list. (See chapter on Complaints, Grievances and Appeals)

## **B. NOTIFICATION OF APPLICANT STATUS**

If after a review of the application the family is determined to be eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation).

This written notification of eligibility will be mailed to the applicant by first class mail or electronically.

If the family is determined to be ineligible based on the information provided in the application, the PHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. (See Chapter on Complaints, Grievances and Appeals)

The basis for ineligibility may include but is not limited to:

1. **Over Income** - The applicant's total family income is in excess of the admissions limits.
2. **Age** - The applicant family's head of household is not at least 18 (eighteen) years of age.
3. **False Information** - The applicant family gave false or misleading information on the application for housing (other than criminal background).
4. **Screening** - The applicant or family member did not meet the screening criteria. (See Chapter titled Eligibility for Admission)
5. **Other** - The applicant does not meet other State or Federal Regulation or future AMHA policy set forth at the time of application. (*See Chapter containing amendment clause.*)

### **C. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

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

The household is not actually eligible for a unit offer until this final determination of eligibility has been made.

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

All preferences claimed on the application or while the family is on the waiting list will be verified. The qualification for preference must exist at the time the applicant is ready to be offered housing because the preference is based on current status.

**Chapter 4**  
**TENANT SELECTION AND ASSIGNMENT PLAN**  
**(Includes Preferences and Managing the Waiting List)**  
**[24 CFR 960.204]**

**INTRODUCTION**

It is the PHA's policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide waiting list. Applicants will be listed in sequence based upon date and time the application is received, the size and type of unit they require, and factors of preference or priority. In filling an actual or expected vacancy, the PHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of accomplishing de-concentration of poverty and income-mixing objectives. The PHA will offer the unit until it is accepted. This Chapter describes the PHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

**HA's Objectives**

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

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

When appropriate units are available, families will be selected from the waiting list in their preference-determined sequence, except for Special Admissions.

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

**A. MANAGEMENT OF THE WAITING LIST**

The PHA will administer its waiting list as required by 24 CFR Part 5, Subparts 945 and 960, Subparts A and B. The waiting list will be maintained in accordance with the following guidelines:

The application will be a permanent file.

All applicants in the pool will be maintained in order of preference

Applications equal in preference will be maintained by date and time sequence.

All applicants must meet applicable income eligibility requirements as established by HUD.



### **Opening and Closing the Waiting Lists**

The PHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. The PHA may open or close the list by local preference category.

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

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

The Akron Beacon Journal, The Akron Reporter, community newspapers, AMHA sites, Department of Human Services, Urban League, International Institute.

To reach persons with disabilities, the PHA will provide separate notice to local organizations representing the interests and needs of the disabled. This will include notice to the following organizations:

Tri-County Independent Living Center

The notice will contain:

The dates, times, and the locations where families may apply.

The programs for which applications will be taken.

A brief description of the program.

Limitations, if any, on who may apply.

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

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

### **When Application Taking is Suspended**

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

During the period when the waiting list is closed, the PHA will not maintain a list of individuals who wish to be notified when the waiting list is open.

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

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next 24 (twenty-four) months. The PHA will give at least 15 (fifteen) days' notice prior to closing the list. When the period for accepting applications is over, the PHA will add the new applicants to the list by:

Unit size, local preference priority, and/or date and time of application receipt.

The PHA will update the waiting list at least annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail or telephone. At the time of initial intake, the PHA will advise families of their responsibility to notify the PHA when mailing address or telephone numbers change.

### **Reopening the List**

If the waiting list is closed and the PHA decides to open the waiting list, the PHA will publicly announce the opening.

Any reopening of the list is done in accordance with the HUD requirements.

### **Limits on Who May Apply**

When the waiting list is open,

Any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an application.

When the application is submitted to the PHA:

It establishes the family's date and time of application for placement order on the waiting list.

### **Multiple Families in Same Household**

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

## **B. WAITING LIST PREFERENCES**

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list. Every applicant must meet the PHA's Selection Criteria as defined in this policy.

The PHA's preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, and further de-concentration of poverty in public housing. When such matching is required or permitted by current law, the PHA will give preference to qualified families.

Among applicants with equal preference status, the waiting list will be organized by date and time.

## **Local Preferences**

Local preferences will be used to select among applicants on the waiting list. A public notice with opportunity for public comment will be held before the PHA adopts any local preference.

The hearing will be publicized using the same guidelines as those for opening and closing the waiting list.

The notice will be distributed following the same guidelines as those used for opening or closing the waiting list.

The PHA uses the following Local Preferences for all waiting lists:

**Residency Preference:** for families who live, work, or have been hired to work or who are attending school full time in Summit County.

**Veteran Preference (ORC 3734.42):** to families of veterans and persons serving in the active military or naval service of the United States, including families of deceased veterans or deceased persons who were so serving at the time of death.

As used in this section:

1. “Veteran” has the same meaning as assigned by the Ohio Revised Code 5901.01, which means either of the following:
  - a. A former member of the armed forces of the United States who served on active military duty and received an honorable discharge or honorable separation, a member of the armed forces of the United States who died on active military duty, or a member of the armed forces of the United States missing in action more than ninety days; or
  - b. A member of the United States merchant marine to whom either of the following applies:
    - i. the member has an honorable report of separation from active duty military service, form DD214 or DD215.
    - ii. the member served in the United States merchant marine between December 7, 1941, and December 31, 1946, and died on active duty while serving in a war zone during that period of service.
2. “United States merchant marine” includes the United States army transport service and the United States naval transport service.

**Summit County Children Services (SCCS) Emancipated Youth and FUP Youth and Families:** for youth eighteen years of age to twenty-four years of age, who are working with SCCS to overcome or prevent homelessness or families working with SCCS for whom the lack of adequate housing is a primary factor in the imminent placement of the family’s children in out-of-home care or the delay in the discharge of the children from out-of-home care. (This will be capped at 50 participants across all programs unless the Family Unification (FUP) vouchers are available.)

**Full Term First Birthday Preference:** for applicants referred by the Full Term First Birthday Greater Akron program, which works to promote healthy full term pregnancies and ensure every child celebrates a first birthday. (This preference will be capped at 30 participants across all programs)

**Involuntary Displacement by Government Action Preference:** involuntarily displaced by government action applicants are applicants who have been involuntarily displaced by government action and are not living in standard, permanent replacement housing, or will be involuntarily displaced within no more than six (6) months from the date of verification by the PHA.

Families are considered to be involuntarily displaced if they are required to vacate housing as a result of the following situation:

Federal, state or local government action related to code enforcement, public improvement, development or deemed uninhabitable due to disaster (e.g. flood, fire, earthquake).

Eligible applicants living in property acquired by the PHA will be given involuntary displacement points.

If the owner of the property is an immediate family relative and there is no previous rental agreement, and the applicant has been part of the owner's family immediately prior to application, the applicant will not be considered involuntarily displaced. Involuntarily displaced by government action applicants are applicants who have been involuntarily displaced by government action and are not living in standard, permanent replacement housing, or will be involuntarily displaced within no more than six (6) months from the date of verification by the PHA. Families are considered to be involuntarily displaced if they are required to vacate housing as a result of the following situation: Federal, state or local government action related to code enforcement, public improvement, development, PHA relocation due to demolition, capital improvements, modernization, or rehabilitation, or deemed uninhabitable due to disaster (e.g. flood, fire, earthquake). If the owner of the property is an immediate family relative and there is no previous rental agreement, and the applicant has been part of the owner's family immediately prior to application, the applicant will not be considered involuntarily displaced. Eligible applicants living in property acquired by the PHA will be given involuntary displacement points.

**Rent Burden or Homeless or Substandard Preference:**

**Rent Burden:** for families paying more than 30% of their income for rent and utilities, commencing before they were selected from the waiting list and continuing through the verification of preference.

For purposes of this preference, "Family Income" is Gross Monthly Income as defined in the regulations.

"Rent" is defined as the actual amount due under a lease or occupancy agreement calculated on a monthly basis without regard to the amount actually paid, plus the

monthly amount of resident supplied utilities which can be either:

The PHA's reasonable estimate of the cost of such utilities, using the Housing Choice Voucher Program Utility Allowance Schedule; or

The most recent month's cost of utilities owed by the family. If rent burden can not be determined by current utility cost, then the average monthly payments the family actually made for these utilities in the most recent 12-month period, or if information is not obtainable for the entire period, the average of at least the past three months.

An applicant family may choose which method to use to calculate utility expenses. Any amounts paid to or on behalf of a family under any energy assistance program must be subtracted from the total rent burden if included in Family Income.

To qualify for the Rent Burden preference, the applicant must pay rent directly to the landlord or agent.

If the applicant pays their share of rent to a cohabitant and is not named on the lease, the PHA will require both verification from the Landlord that the applicant resides in the unit, and verification from the cohabitant of the amount of rent paid by the applicant.

If the applicant is subletting, the lessor must have the legal right to sublet.

Members of a cooperative are "renters" for the purposes of qualifying for the preference. In this case, "Rent" would mean the charges under the occupancy agreement.

### **Homeless:**

1. An applicant will be considered homeless for all waitlists except for the Spicer Terrace Site-based Waiting List, if the household meets the criteria listed below:

An individual or family who lacks a fixed, regular and adequate nighttime residence, meaning:

- a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
- b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
- c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

An individual or family who:

- a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
  - b. Has no other residence; and
  - c. Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.
2. An applicant will be considered homeless for the Spicer Terrace Site-based Waiting List if the household meets the definition of homeless set forth in 24 CFR 578 or is at risk of homelessness which is defined as a household at risk of losing its housing when no appropriate subsequent housing options have been identified and the household lacks the financial resources and support networks need to obtain immediate housing (Interagency Council on Homelessness and Affordable Housing Permanent Supportive Housing Policy Framework).

As part of the Continuum of Care (CoC) Central Intake System (24 CFR 578.7(a)(8), the PHA will refer applicants to the Akron/Summit County CoC Central Intake System as appropriate (homeless, at-risk of homeless, chronically homeless) The PHA will prioritize individuals who are chronically homeless as defined by Notice CPD-16-11 and follows the Housing First criteria for targeted funding projects.

**Substandard:** An applicant will be considered living in substandard housing if the household meets the criteria listed below:

Resides with friends or relatives on a temporary basis, or

Will lose their primary night-time residence within 60 days of verification of preference,

Have received notice from the PHA that they must relocate due to demolition, capital improvements, modernization, or rehabilitation of a PHA owned property,  
or

Contains a Head or Co-Head, ages 18 to 25 years, who is aging out of the Foster Care system.

**Local Preferences specific to the Spicer Terrace Site-based Waiting List:**

Youth- Head of household is age 18 to under 25 years of age

Disabled- Head of household has a disability that;

- a. Is expected to be long-continuing, or of a indefinite duration;
- b. Substantially impedes the individual's ability to live independently;

- c. Could be improved by the provision of more suitable housing conditions; and
- d. Is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury: is a developmental disability, as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 USC 15002); or is the disease of acquired immunodeficiency syndrome or any condition arising from the etiologic agency for acquired immunodeficiency syndrome.

### **Moving On Preference**

Many participants, over time, may find that they no longer need the level of supportive services that are provided while in the Continuum of Care Permanent Supportive Housing (CoC-PSH) program (a program with an active Memorandum of Understanding with the CoC Permanent Supportive Housing program). When people have the opportunity to move from supportive housing into another stable housing opportunity, such turnover creates availability in existing supporting housing vouchers that can be used to serve other eligible households. In such cases where the supportive service housing programs are fully utilized per the grant agreements, CoC-PSH participants who wish to obtain a tenant based voucher or Low Income Public Housing (LIPH) may receive a Moving On preference (This preference will be capped at 20 participants across all programs), see Chapters 7 also.

### **Treatment of Single Applicants**

Single applicants will be treated as any other eligible family on the PHA waiting list.

### **C. ORDER OF SELECTION FOR GENERAL OCCUPANCY (FAMILY) DEVELOPMENTS, PINEWOOD GARDENS AND SPICER TERRACE SITE BASED WAIT LISTS**

The PHA has established the following local admissions preferences for general occupancy (family) developments:

Date and time of receipt of a completed application and

the PHA has established the following system to apply local preferences:

Local preferences will be aggregated using the following system:

Each preference is assigned points as listed below. The more preference points an applicant has, the higher the applicant's place on the waiting list.

Residency Preference: 1 point

Veteran Preference: 2 points

Summit County Children Services (SCCS) Certified

Emancipated Youth: 2 points

Full Term First Birthday: 2 points

Moving On Preference: 2 points

Involuntary Displacement by  
Government Action Preference: 3 points

Rent Burden or Homeless or Substandard Preference:  
7 points

Local preferences specific to Spicer Terrace:

Youth: 8 points

Disabled: 7 points

If the Pinewood Gardens or Spicer Terrace wait lists are exhausted, the PHA reserves the right to go to the wait list for general occupancy (family) developments.

#### **D. ORDER OF SELECTION FOR MIXED POPULATION DEVELOPMENTS**

A mixed population project is public housing project, or portion of a project that was reserved for elderly families and disabled families at its inception (and has retained that character).

In accordance with the 1992 Housing Act, elderly families whose head spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

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

The PHA has established the following local admissions preferences for Mixed Population developments. Per HUD regulations, equal preference must be given to Elderly Families and Disabled Families:

First Priority: Elderly families or disabled families who live in the PHA's jurisdiction.

Second Priority: Elderly families or disabled families who do not live in the PHA's jurisdiction

Third Priority: Near-elderly families

#### **E. VERIFICATION OF PREFERENCE QUALIFICATION** [24 CFR 5.415]

The PHA will verify all preference claims during the full application procedure.

The PHA will re-verify a preference claim, if the PHA feels the family's circumstances have changed, at time of selection from the waiting list.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the Local Preference and given an opportunity for a hearing.



### **Change in Circumstances**

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the PHA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly claimed preference.

### **F. PREFERENCE DENIAL** [24 CFR 5.415]

If the PHA denies a preference, the PHA applicant will be placed on the waiting list without benefit of the preference.

The PHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting. The applicant will have 14 (fourteen) days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

Any applicant, who falsifies documents or makes false statements in order to qualify for any preference, will be removed from the waiting list with notification to the family.

### **G. EXCEPTIONS FOR SPECIAL ADMISSIONS**

If HUD awards a PHA program funding that is targeted for specifically named families, the PHA will admit these families under a Special Admission procedure.

Special Admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The PHA maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

- A family displaced because of demolition or disposition of a public or Indian housing project;
- A family residing in a multi-family rental housing project when HUD sells, forecloses or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;
- A family residing in a project covered by a project-based HCVP HAP contract at or near the end of the HAP contract term; and
- A non-purchasing family residing in a HOPE I or HOPE 2 project.

### **H. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS**

Before applying its preference system, the PHA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, de-concentration or income mixing, income targeting, or units in housing designated for the elderly limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application.

The PHA's Deconcentration Policy, as described in the PHA Plan, may include skipping of families on the waiting list in order to bring families above the established income range into developments below the established income range, and to bring families below the established income range into developments above the established income range.

## **I. INCOME TARGETING**

The PHA will monitor its admissions to ensure that at least 40% of families admitted to public housing in each fiscal year shall have incomes that do not exceed the higher of the Federal Poverty Level or 30% of area median income of the PHA's jurisdiction.

Hereafter families whose incomes do not exceed the higher of the Federal Poverty Level or 30% of area median income will be referred to as "extremely low income families."

The PHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWA by admitting less than 40% of "extremely low income families" to public housing in a fiscal year, to the extent that the admissions of extremely low income families to the PHA's voucher program during a PHA fiscal year exceeds the 75% minimum targeting requirement for the PHA's Housing Choice Voucher Program. This fungibility provision discretion by the PHA is also reflected in the PHA's Administrative Plan.

The fungibility credits will be used to drop the annual requirement below 40% of admissions to public housing for extremely low income families by the lowest of the following amounts:

The number of units equal to 10% of the number of newly available vouchers in the fiscal year; or

The number of public housing units that 1) are in public housing projects located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

**The Fungibility Floor:** Regardless of the above two amounts, in a fiscal year, at least 30% of the PHA's admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause the PHA's overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

## **Low Income Family Admissions**

The PHA will admit only families whose incomes do not exceed 80% of the HUD approved area median income.

## **J. DECONCENTRATION OF POVERTY AND INCOME-MIXING**

The PHA's admission policy is designed to provide for de-concentration of poverty and income-mixing by bringing higher income residents into lower income projects and lower income residents into higher income projects.

Nothing in the deconcentration policy relieves the PHA of the obligation to meet the income targeting requirement.

Gross annual income is used for income limits at admission and for income-mixing purposes.

### **Deconcentration and Income-Mixing Goals**

The PHA's deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40% of new admissions to public housing in each fiscal year to "extremely low-income families", will be to admit families above the PHA's Established Income Range (EIR) to developments below the EIR, and families below the PHA's EIR to developments above the EIR.

Deconcentration applies to transfer families as well as applicant families.

### **Project Designation Methodology**

Annually, the PHA will determine on an annual basis the average income of all families residing in general occupancy developments.

The PHA will then determine the average income of all families residing in each general occupancy development.

The PHA will then determine whether each general occupancy development falls above, within or below the Established Income Range (EIR).

The EIR is 85 percent to 115% (inclusive of 85% and 115%) of the PHA-wide average income for general occupancy developments.

The PHA will then determine whether or not developments outside the EIR are consistent with local goals and strategies in the PHA Plan. Any deconcentration policy as needed is described in the PHA Plan.

The PHA may explain or justify the income profile for these developments as being consistent with and furthering two sets of goals:

1. Goals of deconcentration of poverty and income mixing (bringing higher income families into lower income developments and vice versa); and
2. Local goals and strategies contained in the PHA Plan.

### **Deconcentration Policy**

Depending on local circumstances, a PHA's deconcentration strategy, included as part of the PHA's admissions policy, include but is not limited to one or more of the following:

### **Potential Deconcentration Incentives**

1. Providing incentives designed to encourage families with income below the Established

Income Range (EIR) to accept units in developments with incomes above the EIR (or the reverse situation). Incentives include:

rent incentives

affirmative marketing plans

added amenities

2. Targeting investment and capital improvements toward developments with an average income below the EIR to encourage applicant families, whose income is above the EIR, to accept units in those developments. These improvements are described in the PHA Plan.
3. Establish a preference for admission of working families in developments below the EIR.
4. PHA's may skip a family on the waiting list to reach another family in an effort to further the goals of the PHA's deconcentration policy. Skipping to promote deconcentration shall be an adverse action.

**Strategies to promote Deconcentration:**

Right to return to former unit within one year

Family's have discretion to refuse a unit with no loss of place on wait list

Relationship to income targeting requirement

Fair housing requirements must be met

Nondiscrimination in administration of program

Affirmatively furthering fair housing

**PHA Incentives for Higher Income Families**

The PHA will offer certain incentives to higher income families willing to move into lower income projects. The PHA will not take any adverse action against any higher income family declining an offer by the PHA to move into a lower income project.

In addition to maintaining its public housing stock in a manner that is safe, clean, well landscaped and attractive, the PHA will offer the following incentives for higher income families moving into lower income projects:

PHA will pay for the installation of cable television.

PHA will pay for the initial installation of telephone service, up to one phone jack.

PHA will allow occupancy standards of one child per bedroom.

PHA will target single family home opportunities to higher income families moving into lower income projects

PHA will give first priority in available Section 3 training slots and hiring for

employment with the HA to higher income families moving into lower income projects.

PHA will target Single Family Home applicants.

### **Deconcentration Compliance**

If, at annual review, the average incomes at all general occupancy developments are within the Established Income Range, the PHA will be considered to be in compliance with the deconcentration requirement.

### **K. PROMOTION OF INTEGRATION**

Beyond the basic requirement of nondiscrimination, PHA shall affirmatively further fair housing to reduce racial and national origin concentrations.

The PHA shall not require any specific income or racial quotas for any development or developments.

A PHA shall not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex disability, familial status or national origin for purposes of segregating populations.

### **L. REMOVAL FROM WAITING LIST AND PURGING**

The waiting list will be purged approximately annually by a mailing to applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within 30 (thirty) days, s/he will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless they are a person with a disability and request a reasonable accommodation for being unable to reply with the prescribed period.

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

The PHA allows a grace period of 30 (thirty) days after completion of the purge. Applicants who respond during this grace period will be reinstated.

Applicants are responsible for notifying the PHA within 10 (ten) days, if they have a change of address.

### **M. OFFER OF ACCESSIBLE UNITS**

The PHA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

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

Before offering a vacant accessible unit to a non-disabled applicant, the PHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the PHA's control, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the PHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is no other unit available for the applicant. This requirement will be a provision of the lease agreement.

(See Chapter on Leasing)

#### **N. PLAN FOR UNIT OFFERS**

The PHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, national origin, familial status, disability, military status, age, ancestry, sexual orientation, marital status, or gender identity is:

Under this plan the first qualified applicant in sequence on the waiting list will be made one offer of a unit of the appropriate size. As amended by the income targeting and de-concentration goals.

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

#### **O. CHANGES PRIOR TO UNIT OFFER**

Changes that occur during the period between removal from the waiting list and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable (See Chapter on Complaints, Grievances, and Appeals)

#### **P. APPLICANT STATUS AFTER UNIT OFFER**

When an applicant rejects the unit offer the PHA will:

Place the applicant's name on the bottom of the waiting list.

Exception:

If an applicant is offered a unit at a development that has a Hope VI application pending or has been awarded a Hope VI Grant, and the applicant refuses the offer of housing at this particular

site, the refusal will not be counted as such, and the applicant will maintain their present position on the wait list and be offered another appropriate unit at a different location.

If an applicant refuses the offer of a unit under a site-based waiting list and states that the reason for refusal is lack of interest in the area or development, the applicant will be removed from the waiting list for that development. The PHA will send a letter to the applicant confirming withdrawal from the waiting list.

#### **Q.. TIME-LIMIT FOR ACCEPTANCE OF UNIT**

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

#### **Applicants Unable to Take Occupancy**

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for “*good cause*,” the applicant will not be placed at the bottom of the waiting list.

Examples of “*good cause*” reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

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

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

Presence of lead paint in the unit offered when the applicant has children under the age specified by current law;

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

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

The unit is inappropriate for the applicant’s disabilities.

#### **Applicants With a Change in Family Size or Status**

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

The family will take the appropriate place on the waiting list according to date interviewed.

#### **R. REFUSAL OF OFFER**

If the unit offered is inappropriate for the applicant’s disabilities, the family will retain their

position on the waiting list.

If the unit offered is refused for other reasons, the PHA will follow the applicable policy as listed in Sections **N. Plan for Unit Offers** and **P. Applicant Status After Unit Offer.**



## **Chapter 5**

### **OCCUPANCY GUIDELINES**

#### **INTRODUCTION**

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

#### **A. DETERMINING UNIT SIZE**

The PHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. The PHA's Occupancy Guideline standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

For occupancy standards, an adult is a person 18 years or older.

All guidelines in this section relate to the number of bedrooms in the unit.

Generally the PHA will assign one bedroom for each two persons within the household, except in the following circumstances:

Adults of different generations, persons of the opposite sex (other than spouses), and unrelated adults will not be required to share a bedroom.

Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under 6 (six)).

Live-in aide will generally be provided a separate bedroom. No additional bedrooms are provided for the aide's family.

Space may be provided for a child who is away at school but who lives with the family during school recesses.

Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.

Single person families shall be allocated 1 (one) bedroom.

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. 51% is defined as 183 days of the year, which do not have to run consecutively.

## **GUIDELINES FOR DETERMINING BEDROOM SIZE**

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

### **B. EXCEPTIONS TO OCCUPANCY STANDARDS**

The PHA will grant exceptions from the guidelines in cases where it is the family's request or the PHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to local codes). The family must agree not to request a transfer until their family composition changes.

At the PHA's discretion the family may be offered a unit smaller than the preferred unit size, based on the PHA's occupancy standards, if in doing so the family has an opportunity to be housed earlier.

The PHA may offer a family a unit that is larger than required by the PHA's occupancy standards, if the waiting list is short of families large enough to fill the vacancy.

In all cases, where the family requests an exception to the general occupancy standards, the PHA will evaluate the relationship and ages of all family members and the overall size of the unit.

The family may request to be placed on a larger bedroom size waiting list than indicated by the PHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the PHA before the family is placed on the larger bedroom size list. The HA will consider these requests:

#### **Person with Disability**

The HA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified and meets requirements in Chapter 1, E. Service and Accommodations Policy.

A household approved for an additional bedroom(s) due to a household member's

disability (for any reason except individuals with an established permanent disability requiring a live-in aide) must certify annually that the need for the additional bedroom(s) continues to exist.

If the member of the household for whom the additional bedroom was provided (based on disability) leaves the household resulting in the remaining household being overhoused, the remaining household will be placed on the overhoused transfer list and then offered an appropriately-sized unit.

### **Other Circumstances**

Circumstances may dictate a larger size than the occupancy standards permit when:

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a doctor, licensed professional, or reliable third party.

Requests based on health related reasons must be verified by a reliable, knowledgeable individual; such as, a doctor, licensed professional, or reliable third party.

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

An exception will be granted if the family has submitted a “Self-Certification of Physical Custody of Minor Child/Children” or an “Appointment of Temporary Guardian” to the PHA. If either of these forms has been submitted, the PHA will also require that the family has initiated legal proceedings for guardianship or legal custody.

All members of the family residing in the unit must be approved by the PHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the PHA within 10 (ten) days.

To avoid vacancies, the PHA may provide a family with a larger unit than the occupancy standards permit. The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available. This requirement is a provision of the lease.

### **C. INCENTIVES TO ATTRACT HIGHER INCOME FAMILIES TO LOWER INCOME DEVELOPMENTS:**

In order to attract higher income families to lower income developments, the following specialized occupancy standards will be applied to families above the Established Income Range willing to move into developments below the Established Income Range, as described in the PHA Plan:

Occupancy guidelines of one child per bedroom.

#### **D. ACCESSIBLE UNITS**

The PHA has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

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

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

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

#### **E. FAMILY MOVES**

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

The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the case should be taken to the Housing Placement Manager who will make determination after review of the situation, the individual circumstances, and the verification provided.

See Chapter on Reexaminations for changes in unit size for residents.

## Chapter 6

### DETERMINATION OF TOTAL TENANT PAYMENT

[24 CFR 5.609, 5.611, 5.613, 5.615, 5.628, 5.630]

#### **INTRODUCTION**

The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The PHA's policies in this Chapter address those areas, which allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

#### **A. MINIMUM RENT**

The minimum rent for this PHA is \$50.00

The Total Tenant Payment is the greater of:

30% of the adjusted monthly income

10% of the monthly income

Or \$50.00

The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

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

#### **B. INCOME AND ALLOWANCES**

**Income:** The types of money which are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented. (See Income Inclusions and Income Exclusions in the Glossary of Terms of this policy.)

**Annual Income** is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 960.201)

**Adjusted Income** is defined as the Annual income minus any HUD allowable deductions.

### **Permissive Deductions**

The PHA offers the following permissive deductions from annual income in order to promote economic self-sufficiency, to the extent these amounts have not already been deducted from annual income or reimbursed to the family from other sources:

All of the income that is paid for child support and/or court ordered alimony.

### **Allowable Deductions**

HUD has five allowable deductions from Annual Income:

1. Dependent allowance: \$480 each for family members (other than the head, co-head, or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
2. "Elderly" allowance: \$400 per household for families whose head, co-head, or spouse is 62 or older or disabled.
3. Allowable medical expenses for all family members are deducted for elderly and disabled families.
4. Child care expenses for children under 13 are deducted when child care is necessary to allow an adult member to work, or actively seek work, or attend school (including vocational training).
5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

### **C. TRAINING INCOME EXCLUSIONS [24 CFR 5.609(c)]**

The PHA believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.

The PHA will share information regarding new policies governing training income derived from qualifying employment training programs with applicants, participants and local social service providers. The PHA's objective is to encourage families to move toward self-sufficiency by excluding from their annual income certain amounts earned through participation in various qualifying training programs. These training programs are aimed at offering the resident gainful employment skills. The exclusion of training income, in the calculation of annual income, is meant to be an incentive. It is the PHA's hope that welfare agencies will adopt or modify their programs so that welfare recipients living in Public Housing will receive the maximum benefits from these income exclusions.

In order to be eligible for the exclusion the resident must actually receive training under the provisions of the program. For purposes of this exclusion, it is not enough for the resident to merely be enrolled.

There are two types of training programs that are eligible for one or more types of income exclusion.

## **1. HUD Funded Training Program Income**

The regulation at 24CFR 5.609(c)(8)(i) states that all amounts received from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

## **2. Other Training Program Income**

The regulation at 24CFR 5.609(c)(8)(v) states that all incremental earnings and benefits resulting from participation in a qualifying state or local employment program (including training programs not affiliated with a local government) are excluded from annual income:

A qualifying training program is defined as one with goals and objectives designed to lead to a higher level of proficiency, and one which enhances the individual's ability to obtain employment. The training program may have performance standards to measure proficiency. Training may include, but is not limited to:

Classroom training in a specific occupational skill;

On-the-job training with wages subsidized by the program, or

Basic education.

## **D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS**

The annual income for qualified families may not be increased as a result of increases in earned income beginning on the date on which the increase in earned income begins and continuing for a cumulative/consecutive 12-month period. After the family receives 12 cumulative/consecutive months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.

A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing project, is paying income-based rent; and

1. Whose annual income increases as a result of employment of a family member who was previously unemployed for one or more years prior to employment;
2. Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
3. Whose annual income increases, as a result of new employment or increased earnings of a family member during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least \$500. This includes monthly income, and such benefits and

services that are one-time payments, such as, wage subsidies and transportation assistance.

If the assistance is in the form of cash benefits of monthly maintenance from TANF, there is no minimum amount of \$500 required.

The HUD definition of “previously unemployed” includes a person who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality. Such benefits and services as one-time payments, wage subsidies and transportation assistance.

The HUD definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Amounts to be excluded are any earned income increases of a family member during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member. The incremental increase in income is calculated by comparing the amount of the family member’s income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

### **Initial Twelve-Month Exclusion:**

During the cumulative/consecutive 12-month period beginning on the date a member of a qualified family is first employed or the family member first experiences an increase in employment income, the PHA will exclude from annual income any increase in income of the family member as a result of employment over the prior income of that family member.

### **Second Twelve-Month Phase-in Exclusion:**

During the second cumulative/consecutive 12-month period after the expiration of the initial cumulative/consecutive 12-month period referred to above, the PHA must exclude from annual income of a qualified family 50 percent of any increase in income of a family member as a result of employment over income of that family member prior to the beginning of such employment.

### **Maximum Four Year Disallowance:**



**For Individuals that are qualified prior to 1-1-17:**

The earned income disallowance is limited to a lifetime 48-month period for each family member. For each family member, the disallowance only applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12-months of phase-in exclusion during the 48-month period starting from the date of the initial exclusion.

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month full exclusion and the second 12-month phase-in exclusion).

No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

**Maximum Two Year Disallowance:**

For Individuals that are qualified on 1-1-17 or after:

The earned income disallowance is limited to a lifetime 24-consecutive month period for each family member. For each family member, the disallowance only applies for a maximum of 12 consecutive months or full exclusion (100%) of incremental increase, and a maximum of 12 consecutive months of phase in exclusion (50%).

If the period of increased income does not last for 12 consecutive months, the disallowance period may not resume or be extended.

No Earned Income Disallowance will be applied after the 24 consecutive months following the initial date the exclusion was applied.

**Applicability to 18-month Training Income Exclusions [formerly found in 24 CFR 5.609(c)(13)]:**

If a resident meets the criteria for the mandatory earned income disallowance as outlined in 24 CFR 960.255, the PHA shall not deny a resident the disallowance based on receipt of the earlier 18-month exclusion.

**Applicability to Child Care and Disability Assistance Expense Deductions:**

The amount deducted for child care and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for child care and disability assistance expense deductions.

**Tracking the Earned Income Exclusion**

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

Such documentation will include:

Date the increase in earned income was reported by the family

Name of the family member whose earned income increased

Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income.

Amount of the increase in earned income (amount to be excluded)

Date the increase in income is first excluded from annual income

Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any) when eligibility began prior to January 1, 2017.

Date the family member has received a total of 12 months of the initial exclusion

Date the 12-month phase-in period began

Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any) when eligibility began prior to January 1, 2017.

Date the family member has received a total of 12-months of the phase-in exclusion

Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance or 24-month (two year) after January 1, 2017.)

**Jobs Plus – Earned Income Exclusion for Qualified Families in Summit Lake Apartments or Lakeshore Apartments:**

The annual income for qualified families may not be increased as a result of increases in earned income beginning on the date in which the individual enrolled in JPEID and continuing no longer than the duration of the grant period, ending January 15, 2025. Participant baseline earned income will not change for up to 48 months or the duration of the grant term, whichever period is sooner.

An individual qualified for the earned income exclusion is an individual that occupies a dwelling unit in Summit Lake Apartments or Lakeshore Apartments and is paying income-based rent.

The PHA will maintain a tracking system to ensure correct application of the earned income disallowance.

#### **E. WAGES FROM EMPLOYMENT WITH THE PHA OR RESIDENT ORGANIZATION**

Upon employment with the PHA or officially recognized Resident Organization, the full amount of employment income received by the person is counted. There is no exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and the Housing Choice Voucher Program.

#### **F. AVERAGING INCOME**

When Annual Income cannot be anticipated for a full twelve months, the PHA will:  
Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

#### **G. SEASONAL EMPLOYMENT**

For individuals who regularly work less than 12 months per year; such as,

- School employees
- Agricultural workers
- Construction workers

The PHA annualizes current income and then conducts an interim reexamination when income changes.

#### **H. INCOME FROM ASSETS**

At program entry and at least triennially at the time of reexamination, AMHA will verify all asset declared by the resident to confirm the value and report the net assets on the 50058.

- The current cash value of all assets will be used to determine the asset income

During the intervening annual reexaminations, AMHA will require all adult family members to declare and sign the value of their net assets.

- If the net assets are less than \$5,000.00, AMHA will not verify the assets, and only count the net assets that are declared on the 50058
- If the assets exceed \$5,000.00, AMHA will verify the assets declared by the resident to confirm the value and report the net assets on the 50058.

Annual income includes the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate.

## **I. MINIMUM INCOME**

There is no minimum income requirement

Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

The PHA may request credit checks for all adult members of families that report zero income.

Where credit reports show credit accounts open and payments current, the PHA will take action to investigate the possibility of fraud or program abuse.

## **J. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME**

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the PHA will calculate the Total Tenant Payment by:

Excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member.

**OR**

Including the income of the person permanently confined to the nursing home and giving the family the medical deductions allowable on behalf of the person in the nursing home.

## **K. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609 (a)(7)]**

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7 on Verification Procedures, for further definition.)

Any contribution or gift received every 3 months or more frequently will be considered a “regular” contribution or gift with the following stipulations:

1. If the client IS subject to minimum rent: Any “regular contribution or gift” received during the anticipated 12 month period that is less than the total of \$2,000 for a combined total of all adult members will not be counted as income

2. If the client IS NOT subject to minimum rent: Any “regular contribution or gift” received (regardless of the amount) over the anticipated 12 month period will be counted or included as income.

If the family’s expenses exceed their known income, the PHA will make inquiry of the family about contributions and gifts.

#### **L. ALIMONY AND CHILD SUPPORT** [24 CFR 5.609 (a) (7)]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the PHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The PHA will accept as verification that the family is receiving an amount less than the award if:

The child support order has been established for 3 or more months

The PHA receives verification from the agency responsible for enforcement or collection.

The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a certified copy of the divorce decree.

#### **M. LUMP-SUM RECEIPTS** [24 CFR 5.609(b)(4 and 5), (c) (3 and 14)]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments, which have accumulated due to a dispute, will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

The PHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The PHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the PHA.

The family has the choice of paying this "retroactive" amount to the PHA in a lump sum.

At the PHA's option, the PHA may enter into a Repayment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

### **Attorney Fees**

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

## **N. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS**

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

## **O. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE**

The PHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The PHA will count the difference between the market value and the actual payment received in calculating total assets. The difference will be included in calculation total assets for two years.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

The PHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$5,000.00. If the total value of assets disposed of within the two-year period is less than \$1,500.00 they will not be considered an asset.

## **P. CHILD CARE EXPENSES**

Un-reimbursable child care expenses for children under age 13 may be deducted from annual income if they enable an adult to work, attend school, actively seek employment, or attend vocational training.

In the case of a child attending private school, only before or after-hours care can be counted as child care expenses.

If a resident is eligible for the earned income disallowance, the amount of deduction for child care expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, the disregarded or excluded amounts cannot be used in determining the cap for the child care expense deduction.

Child care expenses must be reasonable. Reasonable is determined by what the average child care rates are in the PHA's jurisdiction.

Allow ability of deductions for child care expenses is based on the following guidelines:  
Must be paid to someone outside of the household.

**Child care to work:** The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The amount earned by the "person enabled to work" will be determined by the hours the child care is needed compared to the hours of each employed household member.

**Child care for school:** The number of hours claimed for child care may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

**Child care to actively seek employment:** This must be verified by a reputable employment agency.

**Amount of Expense:** The PHA will survey the local care providers in the community to determine what is reasonable. The PHA will use the collected data as a guideline. If the hourly rate materially exceeds the guideline, the PHA may calculate the allowance using the guideline.

## **Q. MEDICAL EXPENSES [24 CFR 5.603]**

All out of pocket expenses that can be anticipated, to include:

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts with identification of the type of purchase.

A verification from a physician will be obtained to document the need for the deduction.

Fees paid to an agency to act as a payee for a resident.

Chiropractic services will be considered allowable medical expenses.

An assistance animal and the upkeep and care of the animal.

## **R. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]**

### **Applicability**

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter titled Reexaminations) Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

### **Prorated TTP Calculation for Mixed Families**

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Flat Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

Subtracting the amount of Eligible Subsidy from the applicable Flat Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

### **Prorated Flat Rent for Mixed Families**

The family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family. When the mixed family's TTP is greater than the maximum rent, the PHA must use the TTP as the mixed family TTP. This is determined by:

Subtracting the TTP from the Maximum Rent to determine Family Maximum Subsidy.

Dividing the Family Maximum Subsidy by the number of persons in the family to determine the Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.



By subtracting any applicable utility allowance from the mixed family TTP creates the mixed family tenant rent.

**S. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

The PHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

fraud; or failure to participate in an economic self-sufficiency program;

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

The expiration of a lifetime time limit on receiving benefits; or

A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment; or

A situation where a family member has not complied with other welfare agency requirements.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction.

The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction was imposed.

When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

**Verification Before Denying a Request to Reduce Rent**

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

The welfare agency, at the request of the PHA, will inform the PHA of:

amount and term of specified welfare benefit reduction for the family;

reason for the reduction; and

subsequent changes in term or amount of reduction.

### **Cooperation Agreements**

The PHA has a written cooperation agreement in place with the local welfare agency which assists the PHA in obtaining the necessary information regarding welfare sanctions.

## **T. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS**

If the cost of utilities (excluding telephone) is not included in the Tenant Rent, a utility allowance will be deducted from the total tenant payment. The Utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, *not* on a family's actual consumption.

When the Utility Allowance exceeds the family's Total Tenant Payment, the PHA will provide a Utility Reimbursement Payment for the family each month. The payment will be made out directly to the resident.

### **Resident-Paid Utilities**

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be admitted to a unit with resident-paid utilities.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

## **U. EXCESS UTILITY PAYMENTS**

Residents in units where the PHA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

## **V. FAMILY CHOICE IN RENTS**

### **Authority for Family to Select**

The PHA shall provide for each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income or 2) the flat rent. The PHA may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by the PHA.

Annual choice: The PHA shall provide for families residing in public housing units to elect annually whether to pay income-based or flat rent at the time of their annual recertification appointment, only (not an option at interims).

### **Allowable Rent Structures**

#### **Flat Rents**

##### **Flat rents will be determined by the following method per HUD guidelines:**

1. Calculate flat rents using a rent reasonableness methodology, as defined in 24 CFR Part 960.253(b), for determining the flat rent based on the market rent of comparable units in the private, unassisted rental market. Such a reasonable method should consider the location, quality, size, unit type, unit age, and any amenities;
2. If the flat rent, as determined by the rent reasonableness study, is at least 80 percent of the FMR, PHAs must set flat rents at the amount determined by the rent reasonableness study;
3. If the flat rent, as determined by the rent reasonableness study, is less than 80 percent of the FMR, PHAs must set flat rents at no less than 80 percent of the FMR, subject to the utilities adjustment as described in section 3 of HUD Notice PIH 2014-12 (HA);
4. If the FMR falls from the previous year, PHAs, may, but are not required to lower the flat rent amount to 80 percent of the FMR;
5. Include a description of flat rent policies in the PHA annual plan or in documents available for a public hearing as applicable;
6. Update the flat rent policies in the Admissions and Continued Occupancy Policies (ACOP) as necessary;
7. At all new admissions, permit the family to choose between the flat rent amount and the income-based rent;
8. For families that are already paying the flat rent amount, PHAs must offer any changes to flat rent amount at the next annual rent option, and permit the family to choose between the flat rent amount and the income-based rent; and
9. Upon issuance of new FMRs by HUD, the PHA must:
  - a. Determine if the current flat rent is at least 80% of the new FMR;
  - b. Update the flat rent amounts, if necessary to meet the 80% requirement within a reasonable time but no later than 90 days of HUD publishing new FMRs;

- c. Apply the new flat rents to all new admissions and to existing families at the next annual rent option, subject to Section 6 of HUD Notice PIH 2014-12 (HA).

### **Income Based Rents**

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by the PHA that does not exceed the greatest of the following amounts:

30 percent of the family's monthly adjusted income;

10 percent of the family's monthly income; or

The PHA's Minimum TTP of \$50.00.

### **Switching Rent Determination Methods Because of Hardship Circumstances**

In the case of a family that has elected to pay the PHA's flat rent, the PHA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the family is unable to pay the flat rent because of financial hardship, including:

Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income or other assistance;

An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; and

Such other situations as may be determined by the PHA.

All hardship situations will be verified.

Once a family switches to income-based rent due to hardship, the family must wait until the next annual reexamination to elect whether to pay income-based rent or flat rent.

### **Minimum Rent Hardship Exemptions:**

A request for a minimum rent hardship exemption must be made in writing to the Housing Manager. The Housing Manager will suspend the minimum rent requirement beginning the month following the family's request. This suspension will continue until a determination has been made as to whether there is a qualifying hardship and whether it is temporary or long term. This determination will be made within 30 days.

The family will not be evicted for nonpayment of the minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.

If it is determined that there is no qualifying financial hardship exemption, the rent will be reinstated, including back rent owed, from the beginning of the suspension. The family must pay the back rent on terms and conditions established in Chapter 13. (See Chapter on Complaints, Grievances and Appeals)

If it is determined that a qualifying financial hardship is temporary, the minimum rent will be reinstated from the beginning of the suspension. The family will be offered a reasonable repayment agreement, on terms and conditions established in Chapter 14, for the amount of back minimum rent owed by the family.

If it is determined that a qualifying financial hardship is long term, the family will be exempt from the minimum rent requirements so long as such hardship continues. Such exemption shall apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

The financial hardship exemption only applies to payment of the minimum rent (as determined pursuant to 24 CFR 5.628(a)(4) and 5.630), and not to the other elements used to calculate the total tenant payment (as determined pursuant to 24 CFR 5.628(a)(1), (a)(2) and (a)(3)).

Financial hardship includes these situations:

When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

When the family would be evicted because it is unable to pay the minimum rent;

When the income of the family has decreased because of changed circumstances, including loss of employment;

When a death has occurred in the family; and

Other circumstances as determined by the Manager of Housing Operations.

Other circumstances as determined by HUD.

### **Annual Reexamination**

The PHA shall review the income of families paying flat rent not less than once every 3 (three) years. Family composition will be reviewed annually for all families, including those paying flat rent.

At the annual reexamination, the family will complete a form on which they will indicate whether they choose flat rent or income-based rent. The PHA form will state what the flat rent

would be and what the family's income-based rent would be, based on the income information provided by the family during the interview.

Flat Rent rate schedules are as follows:

## **Chapter 7**

### **VERIFICATION PROCEDURES**

**[24 CFR 5, Subpart B; 24 CFR 960.259]**

#### **INTRODUCTION**

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the PHA. Applicants and program residents must furnish proof of their statements whenever required by the PHA, and the information they provide must be true and complete. The PHA's verification procedures are designed to meet HUD's requirements and to maintain program integrity. This Chapter explains the PHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The PHA will ensure that proper authorization for release of information is always obtained from the family before making verification inquiries.

#### **A. METHODS OF VERIFICATION AND TIME ALLOWED**

The PHA will verify information through the six methods of verification acceptable to HUD in the following order (ranked highest to lowest):

6. Up-Front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) and the Income Validation Tool (IVT) (not available for income verifications of new applicants)
5. Up-Front Income Verification (UIV) using Non-HUD systems
4. Written third Party Verification (tenant provided documents)
3. Written Third-Party Verification Form
2. Oral Third Party Verification
1. Tenant Declaration

When UIV verification is not available and third party verification is not received directly from the source, PHA staff will document the file as to why third party verification was impossible to obtain and another method was used.

The PHA will not delay the processing of an application beyond 30 (thirty) days because a third party information provider does not return the verification in a timely manner.

For applicants, verifications may not be more than 90 (ninety) days old at the time of a unit offer. For residents, verifications used must be less than 120 days old from the effective date of the transaction.

Regardless of these time frames, Criminal History Reports will be useable as a valid verification for no longer than 90 (ninety) calendar days.

### **Up-Front Income Verification (UIV)**

Up-front income verification (UIV) refers to the PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to the PHA.

The PHA will inform all applicants and participants of its use of the following UIV resources during the admission and reexamination process:

HUD's EIV system (when it is available to the PHA)

Work Number (when it is available to the PHA)

There may be legitimate differences between the information provided by the family and UIV-generated information. No adverse action can be taken against a family until the PHA has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the PHA.

### **Up-Front Income Verification (UIV) Using Non-HUD Systems (Optional)**

In addition to mandatory use of the EIV system, HUD encourages PHAs to utilize other upfront verification sources.

### **Use of HUD's Enterprise Income Verification (EIV) System**

HUD's EIV system contains data showing earned income, unemployment benefits, Social Security and SSI benefits for participant families. HUD requires the PHA to use the EIV system when available. The following policies will apply when the PHA has access to HUD's EIV system.

The EIV system contains the following main components: resident income data reports, "exceeds threshold" reports and IVT reports.

The EIV must be used for each new admission. The EIV and IVT reports must be used for each historical adjustment, annual reexamination and interim reexamination.

### **Tenant Income Data (TID) Reports**

The data shown on TID reports is updated quarterly. Data may be between 3 and 6 months old at the time reports are generated.

The PHA will obtain TID reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process.

TID reports will be compared to family-provided information as part of the annual reexamination process. TID reports may be used in the calculation of annual income. TID reports may also be used to meet the regulatory requirements for third party verification, as described above. Policies for resolving discrepancies between TID reports and family-proved information will be resolved



as described in this chapter.

TID reports will be used in interim reexaminations when it is necessary to verify and calculate earned income, unemployment benefits, Social Security and/or SSI benefits, and to verify that families claiming zero income are not receiving income from any of these sources.

TID reports will be retained in participant files with the applicable annual or interim reexamination documents.

When the PHA determines through TID reports and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Program Integrity Addendum. (Chapter 18)

### **Income Validation Tool (IVT)**

The IVT is a tool for identifying families who may have concealed or under-reported income. Data in the IVT represents income for past reporting periods and provides a comparison between resident reported income and income information previously reported on the form HUD-50058. The IVT report is updated monthly.

Families who have not concealed or under-reported income may appear on the IVT in some circumstances, such as loss of a job or addition of new family members.

The PHA will generate and review IVTs on a monthly basis. The IVT threshold percentage will be adjusted as necessary based on the finding in the IVTs.

In reviewing IVTs, the PHA will begin with the largest discrepancies.

When the PHA determines that a participant appearing on the IVT has not concealed or under-reported income, the participant's name will be placed on a list of "false positive" reviews. To avoid multiple reviews in this situation, participants appearing on this list will be eliminated from IVT processing until a subsequent interim or annual reexamination has been completed.

When it appears that a family may have concealed or under-reported income, the PHA will request third-party written verification of the income in question.

When the PHA determines through IVT review and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Program Integrity Addendum. (Chapter 18)

### **EIV Identity Verification**

The EIV system verifies resident identities against SSA records. These records are compared to PIC data for a match on Social Security number, name, and date of birth.

When identity verification for a participant fails, a message will be displayed within the EIV

system and no income information will be displayed.

The PHA will identify participants whose identity verification has failed as part of the annual reexamination process.

The PHA will attempt to resolve PIC/SSA discrepancies by reviewing file documents. When the PHA determines that discrepancies exist due to PHA errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly.

### **Written Third-Party Verification**

Written Third-Party Verifications are an original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in possession of the resident. The PHA may, at its discretion, reject any resident-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples would include:

- Pay stubs
- Bank statements
- Printouts from Pharmacies

### **Written Third-Party Verification Form**

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail, fax or e-mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

### **Oral Third-Party Verification**

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, The PHA will compare the information to any documents provided by the Family. If provided by telephone, the PHA must originate the call.

### **Tenant Declaration**

The resident submits an affidavit or notarized statement of reported income and/or expenses to the PHA. When used, the PHA must document in the file why third party verification was not available.

## **B. RELEASE OF INFORMATION**

All adults are required to sign HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

In addition, the family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of tenancy because it is a family obligation under tenancy to supply any information requested by the PHA or HUD.

## **C. ITEMS TO BE VERIFIED**

All income not specifically excluded by the regulations.

Zero-income status of household.

Zero income applicants and residents will be required to complete a family expense form at each certification or recertification interview.

Full-time student status including High School students who are 18 or over.

Current assets exceeding \$5,000, including assets disposed of for less than fair market value in the preceding two years.

All current assets, regardless of value, will be verified at application and every three years following admission.

Child care expense where it allows an adult family member to be employed, seek employment or to further his/her education.

Total medical expenses of all family members in households whose head, co-head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus which allow an adult family member to be employed.

Legal Identity

U.S. citizenship/eligible immigrant status.

Social Security Numbers for all family members or certification that a family member does not have a Social Security Number.

Preference status, based upon PHA preferences.

Marital status when needed for head or spouse definition.

Disability for determination of preferences, allowances or deductions.

#### **D. VERIFICATION OF INCOME**

This section defines the methods the PHA will use to verify various types of income, should EIV or UIV not be available or applicable.

##### **Employment Income**

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year to date earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include:

1. Check stubs or earning statements which indicate the employee's gross pay, frequency of pay or year to date earnings.
2. Employment verification form completed by the employer.
3. W-2 forms plus income tax return forms.
4. Self-certifications and/or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities. Self-Certification is only acceptable if the self-employment has recently started and the participant has not yet been required to file an income tax return. Extensions by the government for filing must be documented. In cases where a participant is unable to produce income tax return and/or proof of said extension, the case will be referred for fraud investigation.

Applicants and program residents may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the PHA will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

## **Social Security, Pensions, Supplementary Security Income (SSI), Disability Income**

Acceptable methods of verification include:

1. Award or benefit notification letters prepared by the providing agency.
2. Benefit verification form completed by agency providing the benefits
3. Computer report electronically obtained or in hard copy.

## **Unemployment Compensation**

Acceptable methods of verification include:

1. Computer report electronically obtained or in hard copy, stating payment dates and amounts
2. Verification form completed by the unemployment compensation agency.
3. Payment Stubs

## **Welfare Payments or General Assistance**

Acceptable methods of verification include:

1. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
2. The PHA verification form completed by payment provider.
3. Computer-generated Notice of Action.

## **Alimony or Child Support Payments**

Acceptable methods of verification include:

1. Twelve month printout from (CSEA) Child Support Enforcement Agency.
2. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
3. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the family must provide:

A twelve month printout from (CSEA) Child Support Enforcement Agency.

A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.

A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

A notarized affidavit from the family indicating the amount(s) received.

A welfare Notice of Action showing amounts received by the welfare agency for child support.

A written statement from an attorney certifying that a collection or enforcement action has been filed.

### **Net Income from a Business**

In order to verify the net income from a business, the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:

Schedule C (Small Business)

Schedule E (Rental Property Income)

Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business.
3. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
4. Family's self-certification as to net income realized from the business during previous year only in cases where the tax return has not yet been filed.(See employment income detailed in beginning of Section E).

### **Child Care Business**

If an applicant/resident is operating a licensed day care business, income will be verified as with any other business.

If the applicant/resident is operating a "cash and carry" operation (licensed or not), the PHA will require the applicant/resident to complete a form for each customer giving: name of person(s) whose child(ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

If child care services were terminated, a third-party verification will be sent to the parent whose child was cared for.

The PHA will conduct interim reevaluations every 120 (one hundred twenty) days and require the resident to provide a log with the information about customers and income.

### **Recurring Gifts**

The source must complete the Monetary Contribution Form.

### **Zero Income Status**

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. The family will also be required to complete a zero income questionnaire and must provide any necessary supportive documentation.

The PHA may request IRS information from the family.

The PHA may check records of other departments in the jurisdiction (such as government utilities) that have information about income sources of customers.

The PHA may conduct interim interviews/recertifications to verify zero income status.

### **Full-Time Student Status**

Only the first \$480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students are not counted towards family income.

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

### **Verification of HUD Income Exclusions**

Exclusions from income are not required to be verified, documented in the file or reported on the form HUD-50058, in accordance with PIH Notice 2013-04 until such time as HUD rescinds authority for this provision.

The PHA will attempt third party verification of income exclusions wherever possible.

When third party verification of income exclusions is not possible or practical, a review of documents or notarized self-certification will be obtained.

Expenditures for business expansion.

Amortization of capital indebtedness as deductions in determining net income of a business.

Withdrawals of cash or assets from a professional or business operation if the withdrawal is a reimbursement for cash or assets invested in the operation by the family.

Allowance for business asset depreciation, based on straight line depreciation, as provided in the Internal Revenue Service (IRS) regulations.

Income from employment of children or foster children under 18 years old.

Earnings in excess of \$480 for each full-time student 18 years old or older (excluding head of household and spouse).

Earned income disallowance.

Amounts earned by temporary Census employees; terms of employment may not exceed 180 days for the purposes of the exclusion.

Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 a month) received by the resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in the development.

Stipends to reimburse residents for expenses for serving as members of the PHA governing board or commission.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

The full amount of military pay of any family member other than the head and spouse. If other family members are away from home in the military, the PHA may remove their name from the lease and exclude their income.

Other military pay specifically excluded by law (e.g. Desert Storm active duty).

Income of a live-in aide.

Earnings and benefits from employment training programs funded by HUD.

Reimbursement for out-of-pocket expenses while attending a public assisted training program.

Incremental earnings and benefits from participation in qualifying state and local employment programs.

Payments to volunteers under the Domestic Volunteer Services Act.

Payments received under programs funded in whole or in part under the Workforce Investment Act (WIA) (formerly known as the Job Training Partnership Act (JTPA)).



Earnings and benefits to any family member from an employment training and supportive services program during the exclusion periods. The exclusion is applicable only if the family was admitted to the qualifying program prior to October 1, 1999.

Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Food Stamps.

Annual Imputed Welfare Income if the family was not an assisted resident at the time of sanction.

Non-recurrent, short-term benefits under TANF assistance that:

- Are designed to deal with a specific crisis situation or episode of need;

- Are not intended to meet recurrent or ongoing needs; and

- Will not extend beyond four months.

Work subsidies under TANF assistance (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training.

Supportive services under TANF assistance such as child care and transportation provided to families who are employed.

Refundable earned income tax credits.

Individual Development Accounts under TANF.

Services provided under TANF assistance such as counseling, case management, peer support, child support information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support.

Transportation benefits under TANF assistance provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Lump-sum pension benefits payable as a death benefit.

Deferred periodic amounts from SSI benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

Deferred periodic amounts from Social Security benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Child care arranged or provided under the Child Care and Development Block Grant Act.

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

Payments received under the Alaska Native Claims Settlement Act.

Income derived from certain sub-marginal land or the United States that is held in trust for certain Indian tribes.

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.

The first \$2000 of per capita shares from judgement funds awarded by Indian Claims.

Payments received under the Maine Indian Claims Settlement Act of 1980.

Payments received by Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian nation or the Apache Tribe of the Mescalero Reservation.

The first \$2000 of income received by individual Indians derived from interests or trust or restricted land.

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone).

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.

Full amount of student financial assistance and paid directly to the student or to the educational institution.

Any financial assistance received for mandatory fees and charges (in addition to tuition)

Temporary, nonrecurring or sporadic income (including gifts).

Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

Adoption assistance payments in excess of \$480 per adopted child.

Refunds or rebates under state or local law for property taxes paid on dwelling unit.

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

Payments or allowances under DHHS' low-income home energy assistance program (LIHEAP).

Federal scholarships funded under Title IV of the Higher Educational Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance program.

Payments received from programs funded under Title V of the Older Americans Act of 1965.

Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the In Re Agent Orange product liability litigation.

Earned Income Tax Credit refund tax payment.

Any allowance paid under provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is a child of a Vietnam Veteran.

Any amount of crime victim compensation that the applicant (under the Victims Crime Act) receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims Crime Act because of the commission of a crime against the applicant.

#### **E. INCOME FROM ASSETS**

Acceptable methods of verification include:

##### **Checking Account Interest**

The ending balance on the residents current statement will be used for the cash value.

##### **Savings Account Interest Income and Dividends**

Will be verified by:

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

##### **Interest Income from Mortgages or Similar Arrangements**

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

### **Net Rental Income from Property Owned by Family**

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

### **F. VERIFICATION OF ASSETS (PIH NOTICE 2016-05)**

At program entry and at least triennially at the time of reexamination, AMHA will verify all asset declared by the resident to confirm the value and report the net assets on the 50058. During the intervening annual reexaminations, AMHA will require all adult family members to declare and sign the value of their net assets.

The PHA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

Family's Notarized Statement describing assets or cash held at the family's home or in safe deposit boxes.

**Assets Disposed of for Less than Fair Market Value (FMV)** during two years preceding effective date of certification or recertification.

For all Certifications and Recertifications, the PHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

## **G. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME**

### **Child Care Expenses**

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

### **Medical and Disability Assistance Expenses**

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration's of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

An assistance animal and the upkeep and care of the animal.

For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purpose.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. The PHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

The PHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

### **Assistance to Persons with Disabilities**

In All Cases:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

## **H. VERIFYING NON-FINANCIAL FACTORS**

### **Verification of Legal Identity**

In order to prevent program abuse, the PHA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of date of birth and legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Certificate of Birth, naturalization papers

Birth records

Church issued baptismal certificate

Current or recent Driver's license

U.S. military discharge (DD 214)

U.S. passport

Department of Motor Vehicles Identification Card

Voter registration card

Company/agency identification card

Any other state, local, national, or international official documents containing a birth date of comparable reliability

Documents considered acceptable for the verification of date of birth and legal identity for minors may be one or more of the following:

Certificate of Birth / Record of Birth

Adoption papers

Custody agreement

School records

Health and human services identification card

Any other state, local, national, or international official documents containing a birth date of comparable reliability

### **Familial Relationships**

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

Verification of relationship:

Official identification showing name

Birth Certificates / Record of Birth

Baptismal certificates

Verification of guardianship is:

Court-ordered assignment

Evidence of an established family relationship:

Joint bank accounts or other shared financial transactions

Credit reports showing relationship

**Split Households: Domestic Violence**

Verification of domestic violence when assessing applicant split households includes:

Shelter for battered persons

Police reports and/or medical records

District Attorney's office

Verification of Victim Status

**Verification of Permanent Absence of Adult Member**

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will consider any of the following as verification:

Removal of a Household Member form completed by both the head of household and the individual that is being removed with supporting documentation as indicated below.

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available. These documents should be no less than 90 days old at the time of the request to remove member.

Statements from other agencies such as social services that the adult family member is no longer living at that location.

If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.



After two attempts to obtain the required documentation from the family, if the PHA has confirmed that no other proof can be provided, the PHA will accept a Statement from the family (Personal Declaration Form and/or Change of Family Status Form).

### **Verification of Change in Family Composition**

The PHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or BMV records, and other sources.

### **Verification of Disability**

Verification of disability must be receipt of SSI or SSA disability payments under 42 U.S.C. Section 423(d)(1)(A) of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

### **Verification of Citizenship/Eligible Immigrant Status**

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

Eligible Immigrants who are 62 or over are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The PHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the PHA must request within ten days that the INS conduct a manual search.

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.

Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of non-contending members.

Failure to Provide. If an applicant or resident family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible

member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For resident families, it is done at the first regular recertification after June 19, 1995. PHAs that previously elected to “opt out” must immediately commence verification of families for whom eligibility status has not been undertaken. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated.

Extensions of Time to Provide Documents. The PHA will grant an extension of 30 (thirty) days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

The PHA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

### **Verification of Social Security Numbers**

Social security numbers must be provided as a condition of eligibility for all family members. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration.

If a family member cannot produce a Social Security Card, only the documents listed below showing his/her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

A valid driver's license as long as a Social Security Number is displayed

Identification card issued by a Federal, State or local agency

IRS Form 1099

Benefit award letters from government agencies

Retirement benefit letter

Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records

Verification of benefits or SSN from Social Security Administration

Discharge Papers from armed forces (DD214)

New family members will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the PHA.

If an applicant or resident is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or resident must sign a certification to that effect provided by the PHA. The applicant/resident or family member will have an additional 90 (ninety) days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's tenancy will be terminated.

Individuals at least 62 years of age by January 31, 2010 are exempt from disclosure of their Social Security Number.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

Social security numbers must be provided within two months of the birth or receiving custody of a child in order to receive the dependent deduction. If reported in a timely matter and the rent amount is reduced, a decrease in rent will be retroactive.

### **Medical Need for Larger Unit**

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional (see Chapter on Occupancy Guidelines).

## **I. VERIFICATION OF SUITABILITY FOR ADMISSION**

Criminal History Reports

Prior landlord references

Physicians, social workers, and other health professionals

Akron Metropolitan Housing Authority and Other PHAs (to whom the family may owe debt)

(See Chapter on Eligibility)

**Ability to meet financial obligations under the lease**

All applicants will be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

All applicants will be interviewed and asked questions about the basic elements of tenancy.

The PHA will determine if applicants owe any monies from previous tenancy or participation in any HUD housing program.

**Drug-related or violent criminal activity**

The PHA will complete a criminal background check of all applicants including other adult members in the household, or any member for which criminal records are available.

**J. VERIFICATION OF WAITING LIST PREFERENCES**

[24 CFR 5.410, 5.415, 5.430]

**Local Preferences**

1. **Residency Preference:** for families who live, work, or have been hired to work, or who attend school full time in Summit County.  
In order to verify that an applicant is a resident, the PHA will require a minimum of 2 (two) of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voter registration cards, credit reports, statement from household with whom the family is residing.

For families who have been hired to work in jurisdiction of the PHA, a statement from the employer will be required.

If the applicant is currently in the custody of Summit County Children Services but placed with a foster family in another county, the applicant will still be considered a resident.

2. **Veterans Preference**  
The PHA will require U.S. government documents which indicate that the applicant qualifies under the Veterans Preference definition as referenced in Chapter 4, page 4-4.
3. **Involuntary Displacement by Government Action Preference:** involuntarily displaced by government action. Documentation from a local government office or a notice of relocation from the PHA will be required.
4. **Rent Burden or Homeless or Substandard:**

Rent Burden:

The PHA will require a lease or occupancy agreement and utility bills to determine if the family is rent burdened.

Homeless

Verification will be accepted from healthcare providers, social service providers, homeless service providers, continuum of care, local government offices and community organizations.

Substandard:

Verification will be accepted from local service providers, the PHA and/or letters from family or friends providing temporary housing.

5. **Summit County Children Services (SCCS) Certified Emancipated Youth and Family Unification Program (FUP) Youth and Families:** for youth eighteen years of age to twenty-four years of age, who are working with SCCS to overcome or prevent homelessness, or families working with SCCS for whom the lack of adequate housing is a primary factor in the imminent placement of the family's children in out-of-home care or the delay in the discharge of the children from out-of-home care. To be eligible, youth applicant must have had an episode of custody with SCCS and family applicants must have had a case with SCCS. All applicants must request SCCS certification of eligibility.

Verification will be received from Summit County Children Services, indicating applicant meets the definition as referenced in Chapter 4, page 4-25.

6. **Full Term First Birthday Preference:** for applicants referred by the Full Term First Birthday Greater Akron Program, which works to promote healthy full-term pregnancies and ensure every child celebrates a first birthday. Certification of eligibility from Full Term First Birthday or one of its partners will be required.
7. **Moving On Preference:** for applicants referred by the Continuum of Care Permanent Supportive Housing (CoC-PSH) program (a program with an active Memorandum of Understanding with the CoC PSH program). Certification from the CoC or one of its partners will be required.

**Local Preferences specific to the Spicer Terrace Site-based Waiting List**

1. Youth: for youth ages 18 to under 25 years of age.

The PHA will require a valid form of legal identification for the applicant, which contains the applicant's date of birth. Examples include the following:

- a. Certificate of Birth, naturalization on papers
- b. Birth records
- c. Current, valid Driver's license
- d. U.S. military discharge (DD 214)

- e. U.S. passport
- f. Department of Motor Vehicles Identification Card

## 2. Disability

Verification of disability must be receipt of SSI or SSA disability payments under 42 U.S.C. Section 423(d)(1)(A) of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of rights Act (42 U.S.C. 6001(8) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the PHA's language consistent with the definition of disability set forth for the preference as the verification format.

## **Chapter 8**

### **TRANSFER POLICY**

#### **INTRODUCTION**

The transferring of families is a very costly procedure, both to the PHA and to the families. However, it is the policy of the PHA to permit a resident to transfer within or between housing developments when it is necessary to comply with occupancy standards, or when it will help accomplish the Affirmative Housing goals of the PHA. The transfer policy will be carried out in a manner that does not violate fair housing.

For purposes of this transfer policy the "losing development" refers to the unit from which the family is moving and the "gaining development" refers to the unit to which the family is transferring.

#### **A. ELIGIBILITY FOR TRANSFER**

Families will not be permitted to transfer during the initial year of occupancy, unless deemed an exception based on a hardship situation or a reasonable accommodation.

Families must be in good standing with the PHA and submit the requisite documentation to substantiate their request.

Except in an emergency situation, transfers will be avoided when the family is:

- Delinquent in its rent;

- About to be asked to move for reasons other than non-payment of rent; or

- Not in good standing with the PHA due to rental history or a documented history of disturbances.

The PHA will not grant a transfer request solely to accommodate neighbors who "cannot get along."

#### **B. REASONS FOR TRANSFERS**

It is the policy of the PHA to require or permit resident transfers, within and/or between PHA public housing developments for the following reasons:

##### **Emergency**

The PHA will authorize an emergency transfer for a participant family if one of the following conditions occurs:

- The resident's unit has been damaged by fire, flood, or other causes to such a degree that the unit is not habitable;

- To abate dangerous and/or substandard living conditions.

Transfer will be within the housing development unless emergency transfer cannot be accomplished in this manner.

Ratio of transfers to waiting list applicants not applicable.

Emergency transfers are initiated by the PHA.

### **VAWA**

The PHA will authorize transfers to victims of domestic violence, dating violence, sexual assault, or stalking in accordance with the Violence Against Women Act.

VAWA transfers will be given the same priority as Emergency transfers and will be subject to the PHA's Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking.

### **Special Circumstances**

The PHA will authorize transfers under special circumstances for a participant family if one of the following conditions occurs:

The resident's unit is being modernized or significantly remodeled.

In such cases the family may only be offered temporary relocation if allowed under Relocation Act provisions, and may be allowed to return to their unit once rehabilitation is complete.

Residents living in a development that has been awarded a Hope VI Revitalization or Demolition Grant must comply with the Relocation Plan written specifically for said development.

There is a reasonable fear of direct violence against the resident. Such transfer requests may include a fear of retaliation for witnessing an incident, or providing testimony or evidence in an eviction or criminal proceeding, or fear of being the victim of a hate crime.

The PHA will seek input from local law enforcement regarding all requests for transfers due to threat of violence.

### **Medical Hardship Accessibility (*Reasonable Accommodation*)**

The PHA will always consider a request to transfer as a reasonable accommodation for a person with conditions caused by long-term illness and/or a disability.

Transfer will be to the first available appropriate unit and will not be limited to a unit within the development.

Ratio of transfers to waiting list applicants not applicable.

Medical hardship and accessibility transfers are initiated by the PHA and/or written family request.

Once a family accepts a unit that meets the PHA-approved, reasonable accommodation and the needs of the person with a disability, PHA will not approve an additional relocation or transfer unless there is a substantiated change in the qualifying condition/disability or subsequent diagnosis that was not the basis for the previous PHA-approved reasonable accommodation.



## **Hardship**

A family may be eligible for a hardship transfer for valid and certifiable reasons such as:

When the head of household or spouse is enrolled in school or employed and has no reliable transportation and public transportation is not adequate. and the longer of a ninety (90) day probationary period or employer mandatory probationary period has been met.

Distance from the educational facility and/or employer will be taken into consideration when reviewing the request.

To live closer to a relative who will care for children of a working parent, providing that a) all other daycare options have been exhausted, and b) the longer of a ninety (90) day probationary period or employer mandatory probationary period has been met.

Transfers are initiated by written family request.

## **Underhoused (Overcrowded)**

To accommodate resident families who are determined to be under-housed by virtue of their family size.

Families with a newborn child will not be considered until that child is 1 (one) year old and the household exceeds the occupancy standards.

Executed when family's name reaches the top of transfer list and authorized unit available.

Transfer will be within the housing development unless size and type of unit required does not exist within that development's inventory.

Transfers are initiated by the written family request.

## **Overhoused**

To accommodate resident families who are determined to be overhoused by virtue of their family size.

Executed when family's name reaches top of transfer list and authorized unit available.

Transfer will be within the housing development unless the size and type of unit required does not exist within that development's inventory.

Transfers are initiated by the PHA and/or written family request.

## **Non-Compliance with Single Family Home Initiative Eligibility**

Each non-exempt Head of Household, Co-Head of Household, or Spouse residing in a Public Housing, Single Family Home Initiative property shall comply with the employment/self sufficiency activity requirements referenced in section L.

PHA-initiated transfer for a non-compliant household may occur when the non-compliant family's name reaches the top of the transfer list and an appropriately-sized unit is available. The family will be transferred to a unit that does not include work activities in the lease

agreement. Relocation expenses for the household's transfer must be paid by the PHA (PIH 2011-33).

Non-Compliant transfers are initiated by the PHA.

### **C. PRIORITY OF TRANSFERS**

The Transfer Waiting list will be maintained in rank order according to the following priorities; however, this order may be altered to enable transfers that will provide maximum utilization of all housing units.

Emergency and VAWA

Special Circumstances

Medical Hardship and Accessibility (Reasonable Accommodation)

Hardship

Underhoused

Overhoused

Non-Compliant with Single Family Home Initiative Eligibility

\*Transfers for residents who are overhoused or SFH non-compliant may alternate, based on housing stock availability.

### **D. MANDATORY TRANSFERS**

If there is a required change in the size of unit needed, it will be necessary for the resident to move to a unit of an appropriate size and a new lease will be executed.

If an appropriate unit is not available, the resident will be placed on a transfer list and moved to such unit when it does become available.

The PHA will place all families requiring a mandatory transfer due to occupancy standards on a transfer list, which will be reviewed for need-based transfers before any unit is offered to a family on the waiting list.

This policy may be modified if the losing development has an occupancy rate of less than 97 percent.

The family will be offered the next appropriately sized unit that becomes available after other such families already on the transfer list who are in need of the same size unit.

If a family that is required to move refuses the offered unit, the PHA will evaluate the reason for the refusal and determine if it is one of good cause. If the PHA determines that there is no good cause, the PHA will begin lease termination proceedings.

The PHA will consider the living area for occupancy standards so that the family may avoid losing their assistance, as long as use of this space does not violate any State or Local Laws.

The Housing manager has the authority to suspend the mandatory transfer policy for 30 (thirty) days should the resident request such time as to provide sufficient information to the PHA to support the family's position.

#### **E. NON-MANDATORY TRANSFERS**

When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory transfer based on occupancy standards, the transfer list will be reviewed for other families desiring a transfer.

If there is a participant family waiting for transfer to an available and appropriately sized unit, the participant family will be offered the unit.

If a family who initiated a request refuses an offered unit, they will be removed from the transfer list unless the PHA determines that the refusal was made for good cause. If so, the family will be allowed to remain in their unit and will remain on the transfer list until another unit is offered.

Good cause may be any of the following reasons:

Handicap or child-care assistance necessary for employment or schooling is not accessible.

Transportation necessary for employment or schooling is not accessible.

Resident's inability to get utilities turned on in their name.

Suitable health care needs are not available.

Inaccessibility to essential services.

The inconvenience or undesirability of changing schools for any minor child will not be considered good cause.

#### **PHA Incentives For Higher Income Families Transferring into Lower Income Developments**

The PHA will offer certain incentives to higher income families willing to transfer into lower income projects. The PHA will not take any adverse action against any higher income family declining an offer by the PHA to move into a lower income project, except for mandatory transfers where the family is to receive only one offer.

The PHA will offer the following incentives for higher income families transferring into lower income projects:

PHA will pay for the installation of cable television.

PHA will pay for the installation of telephone service.

PHA will allow occupancy standards of one child per bedroom.

PHA will target Single Family Home opportunities to higher income families into lower income projects.

## **F. MOVING COSTS**

The resident shall pay all moving costs, except if the unit is not habitable through no fault of the resident or as required by the PHA.

## **G. SECURITY DEPOSITS**

In most cases, the family will not be required to pay a new deposit.

If a new deposit is required and will create a financial hardship for the family, the PHA will enter into a payment agreement with the family. Any unused portion of the deposit from the family's current unit will be applied to the balance on the new security deposit and the family will be required to fulfill the remaining portion of the payment agreement until the security deposit on the new unit has been paid in full.

The resident will be billed for any charges that occur as a result of the resident moving out of the apartment. The office of the gaining development is responsible for collecting any maintenance charges due the PHA.

## **H. PROCESSING IN AND OUT OF DEVELOPMENTS**

There will be no lapsed time between move-out and move-in. Effective dates must not overlap nor will both developments carry the resident on their books at the same time.

Once the resident has received notification of an approved transfer request and has accepted a new unit, the resident will:

1. Be given 3 (three) days to sign a new lease.
2. Be given 8 (eight) days to move and return the keys from the previous unit. In exceptional circumstances, a short extension may be granted at the sole discretion of the Deputy Director of Operations. After 8 (eight) days, unless permission is received from the Deputy Director a notice (Transfer Move Out Agreement) will be posted at the resident's new unit giving the resident two additional days to contact the management office to claim any personal belongings and surrender keys. If the resident fails to return the keys after the two additional days, the unit will be deemed abandoned, locks will be changed, any remaining personal belongings will be discarded, and management will begin vacancy prep.

Both losing and gaining developments involved must have a definite agreement as to when the losing development will move the resident out and the gaining development will move the resident in.

Families transferring to another development must have paid the security deposit in full at the losing development. Any move-out charges will be posted to the new unit.

It will be up to the gaining development to collect the charges. The PHA will charge the families for any damages to the previous unit that exceeds that unit's security deposit.

## **Losing Developments**

Transfers to other developments will be processed in the same manner as move-outs. The name of the transferred resident and the name of the development s/he transferred to, with other required information, will be reported as a move-out on the Project Daily Report.

## **Gaining Developments**

Transfers from other developments will be processed in the same manner as move-ins, including a new lease and applicable security deposit. The name of the transferred resident and the name of the development s/he transferred from, with other required information, will be reported as a move-in on the Project Daily Report.

The transferred resident, between public housing projects, does not have to meet the admission eligibility requirements pertaining to income or preference.

## **I. TRANSFER REQUEST PROCEDURE**

Residents applying for a transfer will have to complete a request for transfer form stating the reason a transfer is being requested. The Housing Placement Manager will evaluate the request to determine if a transfer is justified. The exception is requests for medical hardship accessibility (Reasonable Accommodations). Residents submit medical hardship accessibility request to the RA Coordinator.

The approved request for transfer form will be kept in a file arranged in chronological order on the computer by bedroom size.

Mandatory transfers due to occupancy standards will be maintained on the transfer list in a manner that allows the PHA to easily distinguish between those that are not mandatory.

If the request is approved, the family will be sent a letter stating that their name has been placed on the transfer list for the bedroom size desired.

The resident will be informed of the security deposit procedures.

If the request is denied, the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an informal hearing if they disagree with the decision.

## **J. RENT ADJUSTMENTS OF TRANSFERRED RESIDENTS**

A resident will pay the same rent at the gaining development as s/he paid at the losing development during the month of the transfer. If warranted the resident's rent will be adjusted by the gaining development, to be effective the first of the month following the month of the transfer.

The PHA will notify the resident of the rent change by use of the Notice of Rent Adjustment Letter.

## **K. REEXAMINATION DATE**

The date of the transfer does not change the reexamination date. The gaining development should be certain that the annual review is properly scheduled to give the staff time to redetermine rent in order to meet the established reexamination date.

The losing development will send the family's file to the gaining development once they have been notified that the family has accepted the unit and before the family is leased up.

#### **L. SINGLE-FAMILY UNIT HOUSING / SCATTERED SITE DIVISION HOUSING - TRANSFER**

Applicants who qualify for the Single Family Home Initiative and demonstrate positive tenancy behaviors may be considered for a placement to an AMHA Single Family Home.

Residents may request transfers to single-family housing units or other apartment units within the Scattered Site housing division. At the discretion of the Director's Office, families on the AMHA waitlist may also be considered for a Single Family Home.

The PHA may also recommend an applicant for these units to accomplish various program requirements, in order to alleviate over- and under-housed situations and/or to accomplish other administrative and program objectives of the PHA. A transfer for a resident not meeting all requirements, but demonstrating exceptional progress towards self sufficiency in a PHA program, may be recommended by Resident Services management. Request must be approved by the Director's Office.

The requirements that will be considered when evaluating Single Family Home (SFH) resident transfers are as follows:

1. Maintain current lease agreement for a minimum of one year (12 months),
2. A record of prompt rent payments,
3. Limited resident caused damages and prompt payment of damage charges,
4. Units that have been identified with a pest control issue will be reviewed on a case by case basis. Verification from Pest Control that treatment is complete and,
5. Positive relations with neighbors for the past year.

All applicants must also demonstrate:

1. Continued employment income not less than \$10,500 per year, or currently a full time student (no less than 12 undergraduate credit hours; 9 graduate credit hours) approaching completion of a post secondary degree/certificate with annual earnings not less than \$7,000. Employment includes income from Retirement and Disability payments. This requirement excludes disabled households (Head, Co-Head or Spouse receiving SS/SSI per month).
2. Satisfactory housekeeping inspections(s).
3. Criminal background check and police activity report. (See Chapter on Eligibility for Admission for criteria)

NOTE: SFH approvals and offers are based on availability and Housing Authority discretion.

Any family placed through this initiative must maintain all entry requirements to remain in the single family home unit. Any time the above requirements are not met may result in a transfer to an available apartment development. Such action is subject to the grievance procedure.

The Single Family Home application process is administered through the Resident Services Department. Staff will continue outreach efforts to encourage residents in self sufficiency activities.

Families who are interested in applying for a Single Family Home may contact the Resident Services Info Line at 330-376-9699 to receive eligibility information, or apply online at: <https://www.akronhousing.org/pages/Single-Family-Homes.html>

Families who appear to meet the initial guidelines will be contacted for a home visit. The home visit will determine whether a Single Family Home will be offered or indicate a time frame foreligibility.

Any family placed in a single family home must maintain all eligibility requirements to remain in the Single Family Home Initiative unit. Failure to maintain those requirements may result in an PHA-initiated transfer to an available apartment development. Such action is subject to the grievance procedure.

Single Family Home residents who do not maintain the employment requirements and/or fail to provide acceptable third party certification of employment/self sufficiency activities as requested may be transferred to another Public Housing unit within the PHA Housing stock. Refusal to transfer to an appropriately sized unit, in accordance with the Public Housing Admissions and Continued Occupancy Policy, will result in a lease termination. Such action is subject to the grievance procedure.

Third party certification requested by the PHA from the Head of Household, Co-Head of Household, or Spouse who are not employed, elderly, or disabled, or otherwise exempted may include written documentation of job search/self-sufficiency activities, such as:

- Copies of recently completed employment applications
- Completed Job Lead Tracking Sheets (provided by AMHA)
- A copy of the resident's résumé with a list of recent application dates with prospective employer names and addresses
- Verification of recent or current participation in Ohio Means Jobs services or any other employment service
- Verification of registration with any temporary employment agency
- Verification of enrollment in a job training program
- Verification of enrollment in a GED program
- Verification of participation in substance abuse or mental health counseling
- Verification of participation in English proficiency or literacy (reading) classes
- Verification of participation in budgeting or credit counseling services
- Any other approved class that helps a person move toward economic independence
- Active participation in or recent completion (within the past six (6) months) of an AMHA, or AMHA Resident Services program:

1. Family Self-Sufficiency
2. Early Childhood Initiative (households with children age 0-5)
3. Service Coordination

After review, if the resident has failed to enroll in an eligible program or to find sufficient employment, the PHA may transfer the household to an appropriate unit. This unit will not include work activity within its house rules or lease. Relocation expenses for the household's transfer must be paid by the PHA.



**Chapter 9**  
**LEASING**  
**[24 CFR 966.4]**

**INTRODUCTION**

It is the PHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the PHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

**A. LEASE ORIENTATION**

Upon execution of the lease, a PHA representative will provide a lease orientation to the family head and spouse. The orientation may be conducted with more than one family.

The family must attend an orientation before taking occupancy of the unit.

**Orientation Agenda**

When families attend the lease orientation, they will be provided with:

- A copy of the Lease
- A copy of the PHA's lease and grievance procedure

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Provisions of the Lease
- Family Choice of Rents
- Orientation to the community
- Unit maintenance and work orders
- Explanation of occupancy forms
- Terms of occupancy
- Pet Policy/Assistance Animal Policy
- Copy of the Admissions and Continued Occupancy Policy is available at the management office

**B. EXECUTION OF LEASE**

The lease shall be executed by the head of household, spouse, any other adult (18 years and older), and by an authorized representative of the PHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the resident and the PHA will retain one in the resident's file. The lease is incorporated into this policy by reference. The lease document will reflect current PHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

A lease is executed at the time of admission for all new residents.

A new lease is executed at the time of the transfer of a resident from one PHA unit to another (with no change in reexamination date).

If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change. If, at any time, the Head of Household changes, a new lease will be executed.

Lease signers must be persons legally eligible to execute contracts.

The names and dates of birth of all household members are listed on the lease at initial occupancy and on the Personal Declaration form each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.

Changes to resident rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by the PHA, which becomes an attachment to the lease. Documentation will be included in the resident file to support proper notice.

Households that include a live-in aide are required to execute a lease addendum authorizing the arrangement and describing the status of the attendant.

Households that include a live-in aide will contain file documentation that the live-in aide is not a party to the lease and is not entitled to PHA assistance, with the exception of occupancy while serving as the attendant for the participant family member.

The PHA may modify its form of lease from time to time, giving residents an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A resident's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

### **C. ADDITIONS TO THE LEASE**

Requests for the addition of a new member of the household must be approved by the PHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by the PHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:

Resident plans to marry/add a domestic partner;

Resident is awarded custody of a child over the age for which juvenile justice records are available;

Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren).

A unit is occupied by a remaining family member(s) under age 18 and an adult who was not a member of the original household requests permission to take over as the head of household.

2. Factors determining household additions which are not subject to screening:

Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.

3. Factors determining household additions which may be subject to screening, depending on the PHA's discretion.

Children below the age under which juvenile justice records are made available, who are added through a kinship care arrangement are exempt from the pre-screening process.

4. In such cases where the addition of a new member who has not been born, married, legally adopted or received court awarded custody into the family, and the addition will affect the bedroom size required by the family, according to the PHA occupancy standards, the PHA will not approve the addition. If an individual who is proposed for addition and is subject to screening is denied admission, that individual may request an informal hearing. See Chapter 2-I. The head of household is not eligible for a formal grievance hearing. See Chapter 2-I.

5. Residents who fail to notify the PHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by the PHA, and the entire household will be subject to eviction 24 CFR 966.4(f) (2 and 3).

6. Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The resident must notify the PHA of the move-out within 10 (ten) days of its occurrence

These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.

The PHA will not add any other adult member of the family to the lease. They must apply as a new applicant.

The PHA, in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.

7. The resident may not allow visitors to stay overnight more than 60 (sixty) total days in a

twelve month period.

The resident may not allow visitors to stay overnight more than 15 (fifteen) consecutive days in a twelve month period.

Visitors who remain beyond this period, without PHA approval, shall be considered living in the unit as unauthorized household members, and their presence constitutes a breach of the lease.

Visitor use of the unit address and lack of evidence of any other address may be considered in determining if a visitor is an unauthorized household member in violation of the lease.

Visitor use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary may be considered in determining if a visitor is a permanent unauthorized household member in violation of the lease.

The family must request and receive PHA approval prior to visitors arriving for any visitor who will be in the unit in excess of 15 (fifteen) consecutive days or 60 (sixty) total days in a twelve month period.

The PHA will approve non live-in aide services if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. Non live-in aides will be permitted to provide assistance on an "as needed" basis only. No bedroom is provided because the aide has a permanent residence elsewhere. Participants must provide the name of the individual providing non live-in aide services to the Property Manager.

#### 8. Reentry Pilot Program-

See Chapter 2 pg. 2-16 for further language on this program.

#### **D. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES [24 CFR 8.27(a)(1)(2) and (b)]**

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

Before offering vacant accessible unit to a non-disabled applicant, the PHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the PHA's control, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

The PHA will require a non-disabled person to agree to move to an available non-accessible unit within 30 (thirty) days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of

the lease agreement.

#### **E. UTILITY SERVICES**

Utility services must be in the name of an adult (age 18 or older) member on the lease.

Residents responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

Non-payment of excess utility charge payments to the PHA is a violation of the lease and is grounds for eviction.

#### **F. SECURITY DEPOSITS**

##### **Security Deposits**

New residents must pay a security deposit to the PHA at the time of admission.

The amount of the Security Deposit is \$50.00.

The PHA may permit installment payments of security deposits when a new resident demonstrates a financial hardship to the satisfaction of the PHA. However, no less than one-half of the required deposit must be paid before occupancy.

The remainder of the deposit must be paid within 90 (ninety) days.

The PHA will hold the security deposit for the period the resident occupies the unit.

The PHA will refund to the resident the amount of the security deposit, less any amount needed to pay the cost of:

- Unpaid rent;

- Damages listed on the Move-Out Inspections Report that exceed normal wear and tear;

- Other charges under the Lease.

The PHA will refund the Security Deposit less any amounts owed, within 30 (thirty) days after move out.

The PHA will provide the resident or the person designated by the former resident in the event of the former resident's incapacitation or death with a written list of any charges against the security deposit. If the resident disagrees with the amount charged to the security deposit, the PHA will address these charges in writing upon written dispute.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the PHA. All keys to the unit must be returned to the Management upon vacating the unit.

The PHA will not use the security deposit for payment of rent or other charges while the resident

is living in the unit.

If the resident transfers to another unit, the PHA will transfer the security deposit to the new unit. The resident will be billed for any maintenance or other charges.

### **Pet Deposit**

(See Chapter on Pet Policy.)

## **G. RENT PAYMENTS**

The resident rent is due on the first of every month, and payable by the eighth (8) day of every month, at the PHA-designated location. If the eighth (8) of the month falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If the PHA does not receive payment by the agreed-upon date, a delinquent rent notice will be sent.

If the payment of rent and other charges due under the lease will be delayed beyond the eighth (8) day of the month, the resident must request a rent extension, from the Management no later than the eighth day of the month.

The notification must include an explanation of the circumstances which will delay the resident's payment. The Management may elect to extend the payment date no later than the fifteenth (15) day of the month. Management approval, in writing, will not be unreasonably withheld.

## **H. FEES AND NONPAYMENT PENALTIES**

If the resident fails to make payment by the eighth (8) day of the month, and the PHA has not agreed to accept payment at a later date, a Notice of Lease Termination will be issued to the resident with a 30 day notice period for failure to pay rent, demanding payment in full or the surrender of the premises.

The PHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account.

## **I. SCHEDULES OF SPECIAL CHARGES**

Schedules of special charges for services, repairs, utilities and rules and regulation which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and residents upon requests.

## **J. MODIFICATIONS TO THE LEASE**

Schedules of special charges and rules and regulation are subject to modification or revision. Residents and resident organizations will be provided at least 30 (thirty) days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modification or revisions become effective.

A copy of such notice shall be posted in the central office, and:

Mailed by first class mail to resident.

Posted in at least two conspicuous places within each structure or building in which residents affected by the modifications or revisions are located.

After the proposed changes have been incorporated into the lease and approved by the Board, each family will be notified of the effective date of the new lease.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

#### **K. CANCELLATION OF THE LEASE**

Cancellation of the resident's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

#### **L. INSPECTIONS OF PUBLIC HOUSING UNITS**

##### **Initial Inspections**

The PHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the PHA and the resident, will be kept in the resident file.

##### **Vacate Inspections**

The PHA Management will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The PHA will determine if there are resident caused damages to the unit. Resident caused damages may affect part or all of the family's security deposit refund.

The move-out inspection also assists the PHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next resident.

##### **Annual Inspections**

The PHA will inspect all units annually using HUD's Uniform Physical Condition Standards (UPCS) as a guideline.

The unit will be considered to have failed HUD's Uniform Physical Condition Standards (UPCS) if there are any *life-threatening* Health and Safety deficiencies.

Residents will be issued a copy of the inspection report with required corrections.

If necessary to bring the unit into UPCS compliance, needed repairs will be completed by the PHA.

All inspections will include a check of all smoke alarms to ensure proper working order.

Required corrections will be repaired by the PHA within a week to 10 (ten) days of the inspection date.

For units with a deficiency, the inspector will leave a copy of the inspection letter with a note that maintenance will enter the unit within 10 days to correct the deficiencies.

Damages beyond normal wear and tear will be billed to the resident.

Residents who repeatedly “fail” the inspection or cause excessive damage to the unit may be in violation of their lease.

### **Quality Control Inspections**

The housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems of issues in which the PHA can be of service to the family.

The PHA Customer Service staff will conduct quality control inspections on 5% of the units via a phone call.

The purpose of these quality control inspections is to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

### **Special Inspections**

Housing management staff may request the inspector to conduct a special inspection for housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review PHA operations periodically and as a part of their monitoring may inspect a sampling of the PHA’s inventory.

### **Other Inspections**

Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

### **Emergency Inspections**

Housing management staff, including PHA inspectors may initiate an emergency inspections report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, the inspector may conduct an emergency inspection without a work order and generate a work order after the inspections has been conducted (see Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

### **Emergency Repairs to be Addressed in Less than 24 Hours**

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

Broken lock, which affects unit security or safety

Water leaks from pipes or water supply; Plumbing leaks which have the capacity to



create flooding or cause damage to the unit.

Natural gas leaks or smell of fumes

Broken sewer lines and/or exposed raw sewage Electrical hazard; Power failure to whole unit/ full electric outage

Units with elderly residents or persons with disabilities have the following additional standards for repairs to be conducted as quickly as possible:

Inoperable PHA-owned refrigerator

Inoperable PHA-owned air conditioner when provided as a reasonable accommodation

Inoperable PHA-owned and installed sensory equipment in the unit (lighting, door alarms, etc.)

Inoperable, damaged, or missing smoke detectors will be treated as a 24 hour emergency and will be made operable by the PHA if the smoke detector is in need of repair.

Residents who disengage smoke detectors for convenience purpose will be cited. (see “Housekeeping Citations” below.)

All life and safety issues

Stopped up sewer lines including clogged toilets and tubs (if only one toilet in unit)

Heating system when exterior temperature is below 50 degrees F

Senior Facilities or person(s) with proven medical condition: Cooling system when exterior temperature is above 90 degrees F

Inoperative/damaged fire alarm systems

Burglar alarm notification

Inoperative/damaged emergency lighting or other life safety warning systems

Assistance to emergency services when requested (Fire, Police, Medics)

Inoperative elevator in high rise building

### Entry of Premises Notices

The PHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

The PHA will provide the family with 48 hour notice prior to entering the unit for non-emergency reasons other than the annual inspections.

If no person is at home, the inspector will enter the unit and conduct the inspections.

If no one is in the unit, the person(s) who enters the unit will leave a written notice and copy of the inspection to the resident explaining the reason the unit was entered and the date and time.

Where the PHA is conducting regular annual examinations of its housing units, the family will receive at least a week's advance notice of the inspection to allow the family to prepare and be able to pass the inspection.

Reasons the PHA will enter the unit are:

- Inspections and maintenance

- To make improvements and repairs

- To show the premises for leasing

- In cases of emergency

The family must call the PHA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

### **Non-Inspection Emergency Entry**

The PHA staff will allow access to the unit to proper authorities when the issues of health or safety of the resident are concerned.

### **Family Responsibility to Allow Inspections**

The HA must be allowed to inspect the unit at reasonable times with reasonable notice. Forty eight (48) hour written notice will be considered reasonable in all cases.

The resident is notified of the inspection appointment by mail. The family must call the PHA at least 24 (twenty four) hours before the inspection date to reschedule the inspection, for extenuating circumstances.

If the resident refuses to allow the inspection, the resident will be in violation of the lease and the HA will notify the family of its intended action.

### **Housekeeping**

Residents who need an inspection due to housekeeping concerns will have a repeat inspection by housing management. If necessary, a re-inspection will be conducted within 2 (two) weeks.

If the family fails to comply with the re-inspection it can result in lease termination.

Warnings will be issued to residents who purposely and for convenience disengage the unit's smoke detector.

Repeated warnings will be considered a violation of the lease.

### **Resident Damages**

Repeated failed inspections or damages to the unit beyond wear and tear may constitute serious or repeated lease violations.

“Beyond normal wear and tear” is defined as items which could be charged against the resident’s security deposit under state law or court practice.

## Chapter 10

### PET/ASSISTANCE ANIMAL POLICY

[24 CFR Part 5, Subpart C]  
[24 CFR Part 960, Subpart G]

#### **INTRODUCTION**

PHAs have discretion to decide whether or not to develop policies pertaining to the keeping of pets in public housing units. This Chapter explains the PHA's policies on the keeping of pets and any criteria or standards pertaining to the policy for elderly/disabled and general occupancy (family) projects. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all residents, to protecting and preserving the physical condition of the property, and the financial interest of the PHA.

The purpose of this policy is to establish the PHA's policy and procedures for ownership of pets in elderly and disabled and family units and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

#### **ASSISTANCE ANIMALS THAT ASSIST PERSONS WITH DISABILITIES**

An Assistance Animal is not a pet. Conditions and restrictions that the PHA places on pets may not be applicable to assistance animals (e.g. breed restrictions). There are two types of assistance animals: (1) *service animals* (dogs that are individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability), and (2) *support animals* (other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities). A resident who is a person with a disability may be approved for an assistance animal once a request for reasonable accommodation is submitted and evaluated by the Reasonable Accommodation Committee, unless the disability related need for the animal is obvious. But a person with a disability is not automatically entitled to have an assistance animal. Supporting documentation may be required as part of the evaluation process. (See Reasonable Accommodation policy on page 1-5) A resident who is a person with a disability may be approved for an assistance animal once a request for reasonable accommodation is submitted and evaluated by the Reasonable Accommodation Committee, unless the disability related need for the animal is obvious. But a person with a disability is not automatically entitled to have an assistance animal. Supporting documentation may be required as part of the evaluation process. (See Reasonable Accommodation policy on page 1-5)

#### **A. MANAGEMENT APPROVAL OF PETS/ASSISTANCE ANIMALS**

All pets must be approved in advance by the PHA management.

The pet/assistance animal owner must submit and enter into a Pet/Assistance Animal Agreement with the PHA.

## **B. Types of Pets Allowed**

No types of pets other than the following may be kept by a resident

Residents are not permitted to have more than one *type* of pet.

### 1. Dogs

Maximum number: one

Maximum adult weight: 25 pounds

Maximum adult height: may not exceed 15" at the shoulder

Must be housebroken

Must be spayed or neutered (unless under 6 (six) months)

Must have all required inoculations required by state or local laws

Must be licensed as specified now or in the future by State law and local ordinance

Any litter resulting from the pet must be removed immediately from the unit

### 2. Cats

Maximum number: one

Must be spayed or neutered

Must have all required inoculations required by state or local laws

Must be trained to use a litter box or other waste receptacle

Must be licensed as specified now or in the future by State law or local ordinance

Any litter resulting from the pet must be removed from the unit immediately

### 3. Birds

Maximum number: one

Must be enclosed in a cage at all times

### 4. Fish

Maximum aquarium size: 10 (ten) gallons

Must be maintained on an approved stand

5. Rodents (Rabbit, guinea pig, hamster, or gerbil ONLY)

Maximum number: two

Must be enclosed in an acceptable cage at all times

Must have any or all inoculations as specified now or in the future by State law or local ordinance

The following are NOT considered “common household pets”:

Domesticated dogs that exceed 25 pounds or is 15” at the shoulder. (Exceptions may apply for dogs approved as assistance animals. See ‘Assistance Animals that Assist Persons with Disabilities’ section.)

Vicious or intimidating pets. Dog breeds including [pitbull/ rottweiler/ dalmatian/ chow/ boxer/ doberman /German shepherd] [] are considered vicious or intimidating breed and are not allowed. (Exceptions may apply for dogs approved as assistance animals. See ‘Assistance Animals that Assist Persons with Disabilities’ section.)

Animals who would be allowed to produce offspring for sale.

Wild, feral, or any other animals that are not amenable to routine human handling.

Any poisonous animals of any kind.

Fish in aquariums exceeding 10 gallons in capacity.

Non-human primates.

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.

Pot-bellied pigs.

Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to children.

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.

Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them.

Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans. Snakes or other kinds of reptiles.

No exotic, wild animals, or any other animal not permitted by state or local laws may be kept by any resident.

### **C. REGISTRATION OF PETS/ASSISTANCE ANIMALS**

Animals must be registered with the PHA before they are brought onto the premises.

Registration includes certificate signed by a licensed veterinarian or State/local authority that the animal:

- has received all inoculations required by State or local law
- has no communicable disease(s) and is pest-free.

Registration must be renewed annually at the designated development office.

Animal information, proof of licensing and veterinarian certification must be submitted to the development office when requested by the development manager.

Each animal owner must provide one color photographs of their animal(s).

#### **Refusal To Register Pets**

If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial. The notification will be served in accordance with HUD notice requirements.

The PHA will refuse to register a pet if:

The pet is not a “common household pet” as defined in this policy;

The pet owner fails to provide complete pet registration information

The pet owner fails to update the registration annually;

The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

### **D. PET/ASSISTANCE ANIMAL AGREEMENT**

Residents who have been approved to have an animal must enter a Pet/Assistance Animal Agreement with the PHA.

The Resident will certify, by signing the Pet/Assistance Animal Agreement that the Resident will adhere to the following rules:

Agree that the resident is responsible and liable for all damages caused by their animals.

All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement.

All animals are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios, common areas or other outside areas.

Residents are prohibited from feeding stray animals on AMHA property. The feeding of stray animals will constitute having a pet without permission of the Housing Authority.

No animals may be tethered or chained outside or inside the dwelling unit.

When outside the dwelling unit, all animals must be on a leash or in an animal transport enclosure and under the control of a responsible individual. (Some exceptions may apply per the Americans with Disabilities Act of 2008.)

Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.

The animal owner shall be responsible for the removal of waste from any animal or animal exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin immediately. All fecal matter deposited by the animal(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of \$25.

The animal owner shall take adequate precautions to eliminate their animal's odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Implementation of effective flea control by using methods that produce no toxic hazard to children who may come into contact with treated animals.

The resident acknowledges the right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.

The resident acknowledges that management may seek impoundment and sheltering of any animal found to be in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any impoundment fees, and the PHA accepts no responsibility for animals so removed.

That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.

Residents will prevent disturbances by their animals that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Animal owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

#### **E. LIMITATIONS ON PET OWNERSHIP**

Although the PHA, consistent with statutory intent, generally allows pet ownership in general occupancy (family) developments, upon extensive discussion with [resident/resident groups/resident councils/Resident Advisory Board/Resident Management Corporation/other], the PHA shall limit pet ownership at certain PHA developments or portions of developments.



Specific developments and portions of developments are described in the PHA Annual Plan. Limitations include, but are not limited to the following:

Animals with fur, such as dogs and cats, will not be permitted in [developments/portions of developments/duplexes/other] where residents have identified a family member with verified asthma exacerbated by fur or allergies to fur.

#### **F. DESIGNATION OF PET-FREE AREAS**

The following areas are designated as no-pet areas:

PHA playgrounds

PHA day care centers

PHA management offices

PHA community centers

PHA recreation center areas

#### **G. PETS TEMPORARILY ON THE PREMISES**

Excluded from the premises are all animals and/or pets not owned by residents, except for service animals.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the PHA.

#### **H. DEPOSITS FOR PETS**

Residents with pets must pay a pet deposit of \$200.00 for the purpose of defraying all reasonable costs directly attributable to the presence of a particular pet.

The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed.

These charges are due and payable within 30 days of written notification.

An initial payment of \$50.00 on or prior to the date the pet is properly registered and brought into the apartment, and;

Monthly payments will be paid in an agreed upon amount until the specified deposit has been paid.

The PHA reserves the right to change or increase the required deposit by amendment to these rules.

The PHA will refund the Pet Deposit to the resident, less any damage caused by the pet to the dwelling unit, within a reasonable time after the resident moves or upon removal of the pet from the unit.

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the animal in the project will be the responsibility of the resident, including, but not limited to:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the project, if applicable.

The expense of flea de-infestation shall be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount that exceeds the pet deposit.

Pet Deposits are not a part of rent payable by the resident.

#### **I. PET/ASSISTANCE ANIMAL AREA RESTRICTIONS**

Animals must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times. (Some exceptions may apply per the Americans with Disabilities Act of 2008).

A common household pet must be effectively restrained and under the control of a responsible person when passing through a common area, from the street to the apartment, etc.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building. Exceptions may apply for animals that are approved as assistance animals necessary for persons with disabilities.

An area of the development grounds has been designated as the area in which to exercise animals and to permit dogs to relieve themselves of bodily wastes. This area will be identified and marked with signs at each development.

Animal owners are not permitted to exercise animals or permit animals to deposit waste on project premises outside of the area designated for such purposes.

#### **J. ANIMAL CARE**

No dog or cat shall be left unattended in any apartment for a period in excess of 12 (twelve) hours. All other animals, excluding fish, shall not be left unattended for more than 24 (twenty four) hours.

All animal owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her animal.

Animal owners must recognize that other residents may have chemical sensitivities or allergies related to animals, or may be easily frightened or disoriented by animals. Animal owners must agree to exercise courtesy with respect to other residents.

**K. RESPONSIBLE PARTIES**

The animal owner will be required to designate two responsible parties for the care of the animal if the health or safety of the animal is threatened by the death or incapacity of the animal owner, or by other factors that render the animal owner unable to care for the animal.

#### **L. PET/ASSISTANCE ANIMAL RULE VIOLATION NOTICE**

The authorization for an animal may be revoked at any time subject to the Housing Authority's grievance procedure if the animal becomes destructive or a nuisance to others, or if the resident fails to comply with this policy.

Residents who violate these rules are subject to:

Mandatory removal of the animal from the premises within 30 days of notice by the Housing Authority; or if for a threat to health and safety, removal within 24 hours of notice.

Lease termination proceedings.

If a determination is made on objective facts supported by written statements, that a animal owner has violated the Pet/Assistance Animal Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet/assistance animal rule(s), which were violated. The notice will also state:

That the animal owner has 10 (ten) days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

That the animal owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the animal owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the animal owner's tenancy.

#### **M. NOTICE FOR ANIMAL REMOVAL**

If the animal owner and the PHA are unable to resolve the violation at the meeting or the animal owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the animal.

The Notice shall contain:

A brief statement of the factual basis for the PHA's determination of the Pet/Assistance Animal Rule that has been violated;

The requirement that the animal owner must remove the animal within 2 (two) days of the notice; and

A statement that failure to remove the animal may result in the initiation of termination of tenancy procedures.

#### **N. TERMINATION OF TENANCY**

The PHA may initiate procedures for termination of tenancy based on a pet/assistance animal rule violation if:

The animal owner has failed to remove the animal or correct an animal rule violation within the time period specified; and

The animal rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

#### **O. ANIMAL REMOVAL**

If the death or incapacity of the animal owner threatens the health or safety of the animal, or other factors occur that render the owner unable to care for the animal, the situation will be reported to the Responsible Party designated by the animal owner. This includes animals that are poorly cared for or have been left unattended for over 24 (twenty four) hours.

If the responsible party is unwilling or unable to care for the animal, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or local agency and request the removal of the animal, or the PHA may place the animal in a proper facility for up to 30 days. If there is no other solution at the end of 30 days, the PHA may donate the animal to a humane society. Cost of this professional care will be borne by the animal owner.

If the animal is removed as a result of any aggressive act on the part of the animal, the animal will not be allowed back on the premises.

#### **P. EMERGENCIES**

The PHA will take all necessary steps to insure that animals that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or Local entity authorized to remove such animals.

If it is necessary for the PHA to place the animal in a shelter facility, the cost will be the responsibility of the animal owner.

This Pet/Assistance Animal Policy will be incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

## **Chapter 11**

### **REEXAMINATIONS**

**[24 CFR 5.613, 24 CFR 5.61524 CFR Part 960 Subpart C]**

#### **INTRODUCTION**

HUD requires that the PHA offer all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent are required to complete a reexamination of income, deductions and allowances at least once every three years. To determine the amount of income-based rent, it is necessary for the PHA to perform a reexamination of the family's income. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions and allowances. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but the PHA decides what other changes must be reported and the procedures for reporting them. This Chapter defines the PHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

#### **A. ELIGIBILITY FOR CONTINUED OCCUPANCY**

Residents who meet the following criteria will be eligible for continued occupancy:

Qualify as a family as defined in this policy;

Are in full compliance with the obligations and responsibilities described in the dwelling lease;

Whose family members have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number;

Whose family members have submitted required citizenship/eligible immigration status/non-contending documents.

#### **B. ANNUAL REEXAMINATION**

The terms *annual recertification* and *annual reexamination* are synonymous.

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

Families who choose flat rents, the PHA must conduct a reexamination of family composition at least annually, and must conduct a reexamination of family income at least once every three years. For families who move in on the first of the month, the annual re-certifications will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year.)

For families who move in during the month, the annual re-certifications will be completed no later than the first of the month in which the family moved in, the following year. [Example: If family moves in August 15, the effective date of the next annual recertification is August 1].

When families move to another dwelling unit:

The annual recertification date will not change.

#### **Reexamination Notice to Fixed Income Families**

The PHA may streamline annual reexaminations for elderly and disabled families on fixed income in accordance with PIH Notice 2016-05, effective until the notice expires, is amended, superseded, or rescinded.

The PHA will maintain a streamline reexamination tracking system and the household will be notified by mail at least 90 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format.

The PHA will also mail the notice to a third party, if requested.

#### **Procedure**

The completion of annual reexaminations for fixed income families will be:

Complete the reexamination process through the mail, using cost of living adjustments to determine income and rent.

#### **Reexamination Notice to the Family**

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 90 (ninety) days in advance of the anniversary date. The interview may be conducted in person, over the phone, by mail, and/or by electronic submission at the discretion of the PHA. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format. The PHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

#### **Persons with Disabilities**

Persons with disabilities, who are unable to come to the PHA's office, will be granted an accommodation of conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

#### **Choice of Rents**

The Family will be given the option of paying an income-based rent or a flat rent at each annual reexamination appointment. Families that choose the flat rent will be required to complete an annual reexamination of their household composition and will be required to complete reexamination of annual income every 3 years.

#### **Collection of Information**

The PHA representative will interview the family and then verify all information. Once the verifications are returned, the data will be entered on the recertification form.

The family is required to complete a *Personal Declaration* form prior to all annual certification interviews.

### **Requirements to Attend**

The following family members will be required to attend the recertification interview and sign the application for continued occupancy:

All family members 18 years of age and older.

If all adult members are unable to attend the interview:

The appointment will be rescheduled.

The necessary paperwork can be sent home with the head of household (or the unavailable adult can be rescheduled to complete their paperwork), provided that the information is received within 10 (ten) days to recertify.

### **Failure to Respond to Notification to Recertify**

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date at least two business days (48 hours) before the appointment date if there is a conflict with a work or school schedule or due to medical reason.

If the family does not appear for the initial recertification interview, and has not rescheduled or made prior arrangements, the PHA will

Immediately schedule a second appointment

If the family fails to appear for the rescheduled appointment, and has not made prior arrangements, the PHA will

Terminate tenancy for the family.

The Recertification Manager may make exceptions to these policies if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

### **Documents Required From the Family**

In the notification letter to the family, the PHA will include instructions for the family to bring the following:

Documentation of income for all family members

Documentation of liquid and non-liquid assets

Documentation to substantiate any deductions or allowances

Personal Declaration Form completed by head of household, and signed by all adult members



### **Verification of Information**

All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 120 days old. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

- the continued eligibility of the resident as a *family* or as the *remaining member* of a family;

- the unit size required by the family;

- the amount of rent the family should pay.

### **Changes In The Tenant Rent**

If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued [24 CFR 966.4 (c)]

Utility allowance will be changed at any interim rent change or at the annual reexamination.

### **Tenant Rent Increases**

If tenant rent increases, a thirty-day notice will be mailed to the family prior to the effective date.

If less than thirty days are remaining before the effective date, the tenant rent increase will be effective on the first of the second month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

### **Tenant Rent Decreases**

If tenant rent decreases, the change will be effective the first of the following month that the family reported the change. If necessary, the HA will run another HUD 50058 as an annual recertification.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the PHA. The decrease will not be processed retroactively.

## **C. REPORTING INTERIM CHANGES**

To report any changes in family composition and/or income, a resident will be required to go to their Development Manager's Office or the website and complete a "Change of Family Status Form" within ten days from the date the change occurred.

Families must report all changes in household composition and income to the PHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody.

Exception: Families paying flat rent are not required to report any increase in income or assets until their required reexamination of household income every 3<sup>rd</sup> year.

The annual reexamination date will not change as a result of this action.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the PHA of the family member being added to the lease.

Please see section “G” of this chapter regarding changes in family composition.

### **Increases In Income and Rent Adjustments**

There will be no adjustments in rent between admission and the first re-examination or for the period between regular rent redetermination, unless during such period:

A resident that is receiving the benefits of the EID are to go to the 50% phase in period, or have completed their EID by either having used all 12 months at 100% and all 12 months at 50% or have used up the 48 months (24 months for those qualified after January 1, 2017) allotted for the EID benefits.

Households reporting less than \$2000 annually as income, who experiences an increase in income will be required to report, in writing, within 10 calendar days and recertify.

An FSS participant requests, in writing, the increase in order to build up their escrow account.

The composition of the household changes in any way;

A resident's unemployment benefits end, and the resident has started another job;

A resident on layoff, temporary disability, or summer vacation (i.e. school board employee) returns to the same employer or job (with the exception of those individuals who qualify as a full-time student per HUD guidelines);

Persons return to the PHA unit after being in a nursing home;

Rent formulas or procedures are changed by Federal law or regulation;

OWF hardship cases approved for 6 months or less will not be included as income.

A resident is participating in the Jobs Plus Earned Income Disallowance (JPEID) and experiences an increase in earned income.

Rent increases (except those due to misrepresentation) require 30 days notice.

See Section E. Other Interim Reporting issues.

### **Decreases in Income and Rent Adjustments**

Residents that are receiving the benefits of the EID must report all changes in income (this includes a decrease in income).

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions which would reduce the amount of the total tenant payment.

The PHA will process the rent adjustment unless the PHA confirms that the decrease in income will last less than 30 calendar days.

**D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

The PHA will not reduce the public housing rent for families whose welfare assistance is reduced due to a “specified welfare benefit reduction,” which is a reduction in welfare benefits due to:

Fraud by a family member in connection with the welfare program; or

Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program

A “specified welfare benefit reduction” does not include a reduction of welfare benefits due to:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

the family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Noncompliance with other welfare agency requirements.

**Definition of Covered Family:**

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

**Definition of “Imputed Welfare Income”:**

The amount of annual income, not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family’s income for purposes of determining rent.

The amount of imputed welfare income is determined by the PHA, based on written information supplied to the PHA by the welfare agency, including:

The amount of the benefit reduction

The term of the benefit reduction

The reason for the reduction

Subsequent changes in the term or amount of benefit reduction

Imputed welfare income will be included at annual and interim reexaminations during the term of reduction of welfare benefits.

The amount of imputed welfare income will be offset by the amount of additional income a family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed income will be reduced to zero.

If the family was not an assisted resident of public housing when the welfare sanction began, imputed welfare income will not be included in annual income.

### **Verification Before Denying a Request to Reduce Rent**

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

The PHA will rely on the welfare agency's written notice to the PHA regarding welfare sanctions.

### **Cooperation Agreements**

The PHA has a written cooperation agreement in place with the local welfare agency, which assists the PHA in obtaining the necessary information regarding welfare sanctions.

The PHA has taken a proactive approach to culminating an effective working relationship between the PHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The PHA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

### **Family Dispute of Amount of Imputed Welfare Income**

If the family disputes the amount of imputed income and the PHA denies the family's request to modify the amount, the PHA will provide the resident with a notice of denial, which will include:

An explanation for the PHA's determination of the amount of imputed welfare income.

A statement that the resident may request a grievance hearing.

A statement that the information received from the welfare agency cannot be disputed at an AMHA grievance hearing, and the issue to be examined at the grievance hearing will be the PHA's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits (sanction must be disputed with the Department of Jobs & Family Services).

If the resident requests a grievance hearing, the resident is not required to pay an escrow deposit pursuant to 966.55(e) for the portion of tenant rent attributable to the imputed welfare income.

## **E. OTHER INTERIM REPORTING ISSUES**

Any changes reported by residents other than those listed in this section will be notated in the file by the staff person, but will not be processed between regularly scheduled annual re-certifications.

### **PHA Errors**

If the PHA makes a calculation error at admission to the program or at an annual or interim reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

## **F. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)**

### **Procedures When the Change is Reported in a Timely Manner**

Reporting in a timely manner is defined as being reported by completing the “Change of Family Status Form” at the Development Manager’s office within 10 days from the date that the change occurred. The PHA will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice when reported in a timely manner as described above except in the following situation:

The family has failed to provide required documentation to implement the change following 2 requests by the PHA. In this situation the change will be processed as an untimely report and will become effective the month following the date of the 2<sup>nd</sup> request for information. Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported.

The change may be implemented based on documentation provided by the family, pending third-party written verification.

### **Procedures when the Change is not Reported by the Resident in a Timely Manner**

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the first of the month following the month in which the misrepresentation occurred, and may proceed to terminate the lease. The family will be liable for any underpaid rent, and may be required to sign a Repayment Agreement and/or make a lump sum payment.

Decrease in Tenant Rent will be effective on the first of the month following submission of the Change of Family Status form and completion of processing by the PHA and not retroactively.

### **Procedures when the Change is not Processed by the PHA in a Timely Manner**

"Processed in a timely manner," means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the PHA in a timely manner.

Therefore, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the PHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

If there is an adjustment (credit) applied to the account due to a retroactive rent calculation, all money due the resident will be applied to any outstanding balance due to a previous rent repayment agreement prior to issuing a refund to the resident.

### **G. REPORTING OF CHANGES IN FAMILY COMPOSITION**

The members of the family residing in the unit must be approved by the PHA. The family must inform the PHA and request approval of additional family members other than additions due to birth.

The PHA will not approve the addition of family members other than by birth, adoption, marriage or court-awarded custody where the occupancy standards would require a larger size unit.

All changes in family composition must be reported, in writing, within 10 (ten) calendar days of the occurrence by completing the "Change of Family Status Form" at the Development Manager's office.

If an adult family member is declared permanently absent by the head of household, the notice must contain a statement by the head of household or spouse that the member (who may be the head of household) removed is permanently absent.

#### **Increase in Family Size**

The PHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

- Addition of a minor who is a member of the nuclear family who had been living elsewhere.

- Addition of a PHA-approved live-in aide.

- Addition due to birth, adoption or court-awarded custody.

If a change due to birth, adoption, court-awarded custody, or need for a live-in aide requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.

Reference to Chapter 5 Occupancy Guidelines

### **Definition of Temporarily/Permanently Absent**

The PHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse or co-head is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The PHA will evaluate absences from the unit in accordance with this policy.

### **Absence of Entire Family**

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the PHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify the PHA before they move out of a unit in accordance with the lease and to give the PHA information about any family absence from the unit.

Families must notify the PHA if they are going to be absent from the unit for more than fifteen consecutive days. A person with a disability may request an extension of time as an accommodation.

“Absence” means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the PHA may:

- Conduct home visit
- Write letters to the family at the unit
- Post letters on exterior door
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with Post Office for forwarding address
- Contact emergency contact

If the entire family is absent from the unit, without PHA permission, for more than 60 (sixty) consecutive days, the unit will be considered to be vacant and abandoned the PHA will terminate tenancy.

As a reasonable accommodation for a person with a disability, the PHA may approve an extension. (See Absence Due to Medical Reasons for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.

If the absence, which resulted in termination of tenancy, was due to a person's disability, and the PHA can verify that the person was unable to notify the PHA in accordance with the lease provisions regarding absences, and if a suitable unit is available, the PHA may reinstate the family as an accommodation if requested by the family.

### **Absence of Any Member**

Any member of the household will be considered permanently absent if s/he is away from the unit for 90 (ninety) days in a 12 month period except as otherwise provided in this Chapter.

#### **Absence due to Medical Reasons**

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 90 (ninety) consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remains current. If the family member returns to the public housing unit prior to a court order authorizing return of possession to AMHA, the termination will be withdrawn and the member may continue to reside in the unit.

If the person who is determined to be permanently absent (including absence due to stays in a facility such as a hospital, nursing home, or rehabilitation center over 180 consecutive days) is the sole member of the household, assistance will be terminated in accordance with the PHA's "Absence of Entire Family" policy.

#### **Absence due to Incarceration**

If the sole member is incarcerated for more than 60 (sixty) consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 60 (sixty) consecutive days. The rent and other charges must remain current during this period.

The PHA will determine if the reason for incarceration is for drug-related or criminal activity which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents.

#### **Foster Care and Absences of Children**

If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 6 (six) months from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the



home permanently, the household will be placed on the over-housed transfer list and the unit size will be reduced in accordance with the PHA's occupancy guidelines.

### **Absence of Adult**

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat that adult as a visitor for the first 60 (sixty) days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the lease will be transferred to the caretaker.

If the court has not awarded custody or legal guardianship, but the action is in process, the PHA will secure verification from social services staff or the attorney as to the status.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

The PHA will transfer the lease to the caretaker, in the absence of a court order, if the caretaker qualifies under the Tenant Suitability criteria and has been in the unit for more than 90 (ninety) days and it is reasonable to expect that custody will be granted.

When the PHA approves a person to reside in the unit as caretaker for the child(ren), the income of the caretaker would be counted pending a final disposition. The PHA will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 60 (sixty) days, the person will be considered permanently absent.

If an adult, other than the head, co-head or spouse, goes into the military and leaves the household, they will be considered permanently absent (with the exception of a reserve unit).

Full time students who attend school away from the home will be treated in the following manner:

A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.

### **Visitors (See Chapter on Leasing)**

Any visitor, not included on the HUD 50058 or the dwelling lease, who has been in the unit more than 15 (fifteen) consecutive days, or a total of 60 (sixty) days in a twelve month period, without PHA approval, will be considered to be living in the unit as an unauthorized household member.

Visitor use of the unit address and lack of evidence of any other address may be considered in determining if a visitor is an unauthorized household member in violation of the lease.

Visitor use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary may be considered in determining if a visitor is a permanent unauthorized household member in violation of the lease.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 120 (one hundred twenty) days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 180 (one hundred eighty) days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

#### **H. REMAINING MEMBER OF RESIDENT FAMILY - RETENTION OF UNIT**

To be considered the remaining member of the resident family, the person must have been previously approved by the PHA to be living in the unit.

A live-in aide, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

The PHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

#### **I. CHANGES IN UNIT SIZE**

The PHA shall grant exceptions from the occupancy standards if the family requests and the PHA determines the exceptions are justified according to this policy.

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

The PHA will consider the size of the unit, as well as the number of bedrooms, when an exception is requested.

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

(Reference chapter on Occupancy Guidelines)

#### **J. OVER-INCOME LIMIT**

If a family's income has exceeded 120 percent of the area median income (AMI) for the most recent two (2) consecutive annual reviews, the PHA will:

Terminate the family's tenancy within 6 months of the second income determination

Or

Charge the family a monthly rent equal to the greater of:

The applicable Fair Market Rent (FMR), or

The amount of monthly subsidy for the unit, including amounts from the operating and capital fund.

**Tracking and Notification**

Once a family's income has been documented to exceed the 120% AMI income limit, this will be documented and compared to the family's income one year later.

If, after one year of the initial over-income determination, the family's income continues to exceed the over-income limit, written notification will be provided to the family informing them that their income has exceeded the over-income limit for one year and that if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent or termination of tenancy.

**Chapter 12**  
**LEASE TERMINATIONS**  
**[24 CFR 966.4]**

**INTRODUCTION**

The PHA may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (1)(2)], and the terms of the lease. This Chapter describes the PHA's policies for notification of lease termination and provisions of the lease.

**A. TERMINATION BY RESIDENT**

The resident may terminate the lease at any time by providing the PHA with a written 30 (thirty) days advance notice as defined in the lease agreement.

**B. TERMINATION BY PHA**

Termination of tenancy will be in accordance with the PHA's lease.

The public housing lease is automatically renewable, EXCEPT the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements. See Chapter on Community Service.

The lease may be terminated by the PHA at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following: (See Sections VII, IX and XIV of the dwelling lease)

Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent; (for minimum rent hardship exemptions, please see Chapter 6-V)

Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Rent Recertifications;

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;

Use of the premises for purposes other than solely as a dwelling unit for the resident and resident's household as identified in this Lease, or permitting its use for any other purposes;

Failure to abide by necessary and reasonable rules made by the PHA for the benefit and well being of the housing project and the residents;

Failure to abide by applicable building and housing codes materially affecting health or safety;

Failure to dispose of garbage, waste, and rubbish in a safe and sanitary manner; Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or

The resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, *on or off* public housing premises (as defined in the lease), while the resident is a resident in public housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Alcohol abuse that the HA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Non-compliance with Non-Citizen Rule requirements.

Failure of a family member to comply with community service provisions, as grounds only for non-renewal of the lease and termination of tenancy at the end of the 12-month lease term (if implemented, see Chapter on Community Service);

Discovery after admission of facts that made the resident ineligible;

Discovery of material false statements or fraud by the resident in connection with an application for assistance or with reexamination of income;

Failure to accept the PHA's offer of a lease revision to an existing lease that is on a form adopted by the PHA in accordance with HUD regulations, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.

Other good cause.

The PHA will waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible rehabilitation program approved by the PHA, or

The individual involved in drug-related criminal activity is no longer in the household because the person is deceased or is incarcerated.

The PHA may permit continued occupancy provided the family accepts imposed conditions that the involved family member(s) does not reside in the unit. The PHA will consider evidence that the person is no longer in the household such as a [divorce decree/incarceration/death/copy of a new lease for the person including the owner's telephone number and address/or other substantiating evidence].

## **C. NOTIFICATION REQUIREMENTS**

The PHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Chapter on Complaints, Grievances and Hearings.)

Notices of lease termination shall be in writing and delivered to resident or adult member of the household or sent by first class mail properly addressed to resident.

### **Timing of the Notice**

If the PHA terminates the lease, written notice will be given as follows:

At least 30 calendar days prior to termination in the case of failure to pay rent;

A reasonable time, according to State law, considering the seriousness of the situation when the health or safety of other residents or PHA employees is threatened;

At least thirty days prior to termination in all other cases.

### **Criminal Activity**

The PHA will immediately and permanently terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The PHA will terminate assistance of participants in cases where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The PHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous 3 (three) months.

"Engaged in or engaging in or recent history of" drug related criminal activity means any act within the past 3 (three) years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past 3 (three) years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the HA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

In evaluating evidence of negative behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

The PHA will waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible rehabilitation program approved by the PHA, or

The individual involved in drug-related criminal activity is no longer in the household because the person is deceased or is incarcerated .

The PHA may permit continued occupancy provided the family accepts imposed conditions that the involved family member(s) does not reside in the unit. The PHA will consider evidence that the person is no longer in the household such as a divorce decree/incarceration/ death/ copy of a new lease for the person including the owner's telephone number and address/ or other substantiating evidence.

**D. TERMINATIONS DUE TO DOMESTIC VIOLENCE IN ACCORDANCE WITH THE VIOLENCE AGAINST WOMEN ACT (VAWA).**

Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a resident's household or any guest or other person under the resident's control, shall not be cause for termination of assistance, tenancy or occupancy rights, if the resident or an affiliated individual of the resident's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault or stalking.

The PHA may terminate the assistance to remove a lawful occupant or resident who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants.

The PHA may honor court orders regarding the rights of access or control of the property, including Emergency Protection Orders (EPO), Domestic Violence Orders (DVO), and other orders issued to protect the victim and issued to address the distribution or possession or property among household members where the family "breaks up."

There is no limitation on the ability of the PHA to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault, or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims.

There is no prohibition on PHA terminating assistance if it "can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if that resident's (victim's) assistance is not terminated."

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

Domestic violence incidents will be evaluated on a case by case basis. The PHA may require certification by the individual of their victim status. When appropriate, the PHA may accept medical and/or police records in lieu of certification. When required, certification shall be submitted on PHA and/or HUD approved forms. The individual shall provide such certification within 14 business days after the PHA requests such certification. If the certification is not received within the 14-day deadline, assistance may be terminated. The 14-day deadline may be extended at the discretion of the PHA.

**E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS**  
[24 CFR 5.514]

If the PHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for not less than 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

**F. TERMINATIONS DUE TO OVER INCOME**

The PHA may terminate tenancy if the family's income has exceeded 120 percent of the area median income for two consecutive years (Refer to chapter 11 Reexaminations, Section J).

When the PHA discover through an annual or interim reexamination that the family's income exceeds the applicable over-income limit of 120% of the area median income, the PHA must document that the family exceeds the threshold and compare it with the family's income a year later. If one year after the initial over-income finding by the PHA, the family's income continues to exceed the over-income limit, the PHA must provide written notice to the family. This notice must inform the family that their income has exceeded the over-income limit for one year, and if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent or termination based on the PHA's policies. If the initial over-income determination was made during an interim reexamination, the PHA must conduct a second interim income reexamination on that date one year later. However, if a PHA discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the family is no longer subject to these provisions. A previously over-income family would be entitled to a new two-year grace period if the family's income once again exceeds the over-income limit.



## Chapter 13

### COMPLAINTS, GRIEVANCES AND APPEALS

#### [24 CFR 966. Subpart B]

#### **INTRODUCTION**

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies to be used when families disagree with a PHA decision. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

Grievances shall be handled in accordance with the PHA's approved Public Housing Grievance Procedures. The written Grievance Procedure is incorporated into this document and is the guideline to be used for grievances and appeals.

#### **A. COMPLAINTS**

The PHA will respond promptly to all complaints.

Each complaint regarding physical condition of the units may be reported by phone to the Customer Service Department. Anonymous complaints are checked whenever possible. The PHA does require that complaints be put in writing.

**Complaints from families.** If a family disagrees with an action or inaction of the PHA, complaints will be referred to the Housing Manager. Complaints regarding physical condition of the units may be reported by phone to the Customer Service Department.

**Complaints from staff.** If a staff person reports a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the Housing Manager.

**Complaints from the general public.** Complaints or referrals from persons in the community in regard to the PHA or a family will be referred to the Customer Service Department.

Anonymous complaints will be checked whenever possible.

#### **B. APPEALS BY APPLICANTS**

Applicants who are determined ineligible, who do not meet the PHA's admission standards, or where the PHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing.

Applicants must submit their request for an informal hearing in writing to the PHA within 14 (fourteen) working days from the date of the notification of their ineligibility.

If the applicant requests an informal hearing, the PHA will provide an informal hearing within 30 (thirty) working days of receiving the request. The PHA will notify the applicant of the place, date, and time.

Informal hearings will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence s/he wishes and the evidence along with the data compiled by the PHA will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within 10 (ten) working days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedures for Public Housing residents do not apply to PHA determinations that affect applicants.

### **C. APPEALS BY RESIDENTS**

Grievances or appeals concerning the obligations of the resident or the PHA under the provisions of the lease shall be processed and resolved in accordance with the Public Housing Grievance Procedure of the PHA, which is in effect at the time such grievance or appeal arises.

### **D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"**

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the PHA hearing is pending but assistance to an applicant may be delayed pending the PHA hearing.

### **INS Determination of Ineligibility**

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the PHA notifies the applicant or resident within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the PHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a PHA hearing must be made within fourteen (14) working days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in the Public Housing Grievance Procedure. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the PHA will:

Deny the applicant family.

Terminate the participant

If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

## **E. PUBLIC HOUSING GRIEVANCE PROCEDURE**

The following sets forth the requirements, standards and criteria for the Public Housing Grievance Procedure ("Grievance Procedure") established and implemented by the Akron Metropolitan Housing Authority ("AMHA").

### **I. DEFINITIONS** [24 CFR 966.53]

In this Grievance Procedure, the following terms have the meanings specified in this section:

- A. **Grievance**: Any dispute which a resident may have with respect to AMHA action or failure to act in accordance with the individual resident's lease or AMHA regulations which adversely affects the individual resident's rights, duties, welfare or status.
- B. **Complainant**: Any resident (as defined below) whose Grievance is presented to AMHA or at the project management office in accordance with the requirements presented in this procedure. [24 CFR 966.54 and 24 CFR 966.55(a)]
- C. **Elements of Due Process**: An eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
  - 1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
  - 2. Right of the resident to be represented by counsel;

3. Opportunity for the resident to refute the evidence presented by AMHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
  4. A decision on the merits.
- D. **Hearing Officer**: A person selected in accordance with this Grievance Procedure to hear Grievances and render a decision with respect thereto. [24 CFR 966.55]
- E. **Resident**: The adult person (or persons)(other than a live-in aide):  
(1) who resides in the dwelling unit, and who executed the lease with AMHA as lessee of the dwelling unit, or if no such person now resides in the unit; or  
(2) who resides in the dwelling unit, and who is the remaining head of the household of the resident family residing in the dwelling unit.
- F. **Resident Organization**: An organization of residents, which also includes a resident management corporation.

## **II. GRIEVANCE PROCEDURE APPLICABILITY [24 CFR 966.51]**

This Grievance Procedure shall apply to all Resident Grievances with the following **three** exceptions:

- A. Because HUD has issued a due process determination that the law of the State of Ohio requires that a resident be given the opportunity for a hearing in court which provides the basic Elements of Due Process defined in 24 CFR 966.53(c) before eviction from the dwelling unit, this Grievance Procedure shall not be applicable to any termination of tenancy or eviction that involves:
1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of AMHA;
  2. Any violent or drug-related criminal activity on or off such premises; or
  3. Any criminal activity that resulted in a felony conviction of a household member.
- B. This Grievance Procedure shall not be applicable if Complainant fails to submit a request for an informal hearing within fourteen (14) working days after the incident giving rise to the grievance.
- C. This Grievance Procedure shall not be applicable to disputes between residents not involving AMHA or to class Grievances. This Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and AMHA's Board.

## **III. INFORMAL SETTLEMENT OF A GRIEVANCE [24 CFR 966.54]**

Any Grievance shall first be personally presented, in writing, to the Development office within fourteen (14) working days after the incident giving rise to the Grievance. A sample complaint

form is attached as Exhibit A. Grievances received by AMHA's central office will be referred to the person responsible for the management of the development in which the Complainant resides.

The resident's written Grievance must specify the reasons for Resident's Grievance and the action or relief sought by resident. [24 CFR 966.55]

As soon as the Grievance is received, it will be reviewed by the development manager to be certain that none of the exclusions in Section II above applies to the Grievance. Should one of the exclusions apply, the Complainant will be notified in writing that the matter raised is not subject to AMHA's Grievance Procedure, with the reason therefore.

If none of the exclusions cited above apply, the Complainant will be contacted by the development manager or an AMHA representative within ten (10) work days to arrange a mutually convenient time to meet so the Grievance may be discussed informally and settled without a formal hearing. At the informal hearing the Complainant will present the Grievance and the development manager or AMHA representative will attempt to settle the Grievance to the satisfaction of both parties.

Within five (5) working days following the informal discussion, AMHA shall prepare and either give or mail to the Complainant a summary of the informal discussion which specifies the names of the participants, the dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the Complainant is not satisfied. A copy of this summary shall also be placed in the Complainant's file.

Failure by Complainant to appear without rescheduling the informal hearing shall be considered as a waiver of the right to the Grievance process.

#### **IV. FORMAL GRIEVANCE HEARING PROCEDURES**

##### **A. Request for a Formal Hearing: [24 CFR 966.55(a)]**

If the Complainant is dissatisfied with the settlement arrived at in the informal hearing, the Complainant must submit a written request for a hearing to the development office where resident resides no later than fourteen (14) working days after the summary of the informal hearing is received. A receipt signed by the Complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion. The written request shall specify the reasons for the Grievance and the action of relief sought from AMHA. Exhibit B, attached, is a sample request form for a formal hearing.

##### **B. Failure to Request a Formal Hearing: [24 CFR 966.55(c)]**

If the Complainant fails to request a hearing within fourteen (14) working days after AMHA's issuance of the summary of the informal hearing, AMHA's decision rendered at the informal hearing becomes final. AMHA is not obligated to offer the Complainant a formal hearing unless the Complainant can show good cause why he failed to proceed in accordance with this procedure. Failure to request a

Grievance Hearing does not affect the Complainant's right to contest AMHA's decision in a court hearing.

C. **Before the Formal Hearing is Held:**

1. **Escrow Account** [24 CFR 966.55(e)]

Before a hearing is scheduled in any Grievance involving the amount of rent which AMHA claims is due under the lease, the Complainant shall pay to AMHA an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the Hearing Officer. Any interest earned on the escrow account shall be retained by AMHA to pay for administrative expenses.

Failure by the resident to make the required escrow deposit terminates the Grievance Procedure and AMHA will proceed with filing an eviction action against resident in the appropriate Court.

2. **Examination of Records**. The Complainant may examine all the AMHA documents including records and regulations that are directly relevant to the Grievance before the formal hearing is held. AMHA shall provide copies at the expense of Complainant. If AMHA does not make any document available for examination upon request by the Complainant, AMHA may not rely on such document at the Grievance Hearing.

3. **Transcript of Hearing**. The Complainant or AMHA may arrange, prior to the hearing and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of the transcript.

D. **Hearing Officer:** [24 CFR 966.55(b)(ii)]

The Grievance Hearing shall be conducted by any person appointed by AMHA

E. **Scheduling the Hearing:** [24 CFR 966.55(f)]

When Complainant submits a request for a formal Grievance Hearing, AMHA will select a hearing officer in rotation from the slate of Hearing Officers. AMHA will notify the resident by letter of the scheduled date and time of the hearing.

A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate AMHA official. The notice may be personally delivered to the Complainant or sent by regular mail.

F. **Procedures Governing the Hearing:** [24 CFR 966.56]

The following procedures shall govern the formal Grievance Hearing:

1. The hearing shall be held before a Hearing Officer as described above in paragraph D. The Complainant shall be afforded a fair hearing, which shall include:
  - a. The right to be represented by counsel or other person chosen as the Complainant's representative and to have such person make statements on the Complainant's behalf;
  - b. The right to a private hearing unless the Complainant requests a public hearing;
  - c. The opportunity to examine before the grievance hearing any AMHA documents, including records and regulations that are directly relevant to the hearing. resident may request copies of those documents at resident's expense;
  - d. The right to present evidence and arguments in support of the Complainant's complaint, to controvert evidence relied on by AMHA or project management, and to confront and cross examine all witnesses upon whose testimony or information AMHA or project management relies; and
  - e. A decision based solely and exclusively upon the facts presented at the hearing.
2. The Hearing Officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.
3. At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and, thereafter, AMHA must sustain the burden of justifying AMHA action or failure to act against which the complaint is directed.
4. The hearing shall be conducted informally by the Hearing Officer. Oral or documentary evidence pertinent to the facts and issues raised by the Complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
5. The Hearing Officer shall require AMHA, the Complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
6. AMHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Complainant is visually impaired, any notice to the Complainant which is required under this procedure must be in an

accessible format.

7. The testimony at the hearing shall be recorded by AMHA. The Complainant may purchase a copy of the recording.

G. **Failure to Appear at the Hearing:** [24 CFR 56(d)]

If the Complainant fails to appear at the scheduled formal Grievance Hearing, the Hearing Officer may make a determination to postpone the, or may make a determination that the party has waived his/her right to a hearing.

Both the Complainant and AMHA shall be notified of the determination by the Hearing Officer. A determination that the Complainant has waived his right to a hearing shall not constitute a waiver of any right the Complainant may have to contest AMHA's disposition of the Grievance in a court.

H. **Decision of the Hearing Officer:** [24 CFR 966.57]

1. The Hearing Officer shall prepare a written decision, together with the reasons for the decision within ten (10) work days after the hearing. A copy of the decision shall be sent to the Complainant and AMHA.

AMHA shall retain a copy of the decision in the Complainant's file in AMHA's office. A copy of the decision with all names and identifying references deleted, shall also be maintained on file by AMHA and made available for inspection by a prospective complainant, his representative, or any Hearing Officer or Hearing Panel.

2. **Binding Decision.** The decision of the Hearing Officer shall be binding on AMHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless AMHA's Board determines, and promptly notifies the Complainant of its determination that:

- a. The Grievance does not concern AMHA action or failure to act in accordance with or involving the Complainant's lease or AMHA regulations, which adversely affect the Complainant's rights, duties, welfare or status; or

- b. The decision of the Hearing Officer is contrary to applicable federal, state or local law, HUD regulations, or requirements of the annual contributions contract between HUD and AMHA.

3. **Judicial Action.** A decision by the Hearing Officer in favor of AMHA, or which denies the relief requested by the Complainant in whole or in part, shall not constitute a waiver of, nor affect in any way, the rights of the Complainant to a trial or judicial review in any court proceedings which may thereafter be brought in the matter.

4. **Lease Termination.** If the Grievance involves a lease termination, AMHA



will not issue the Complainant a notice to vacate his/her dwelling until after the Complainant has received the decision of the Hearing Officer.

If the decision is in favor of AMHA, or if **the** AMHA Board decides to proceed against the Complainant in spite of the decision, the Complainant will be served with a three (3) day notice to vacate. The Complainant must then vacate the unit within the stated time or AMHA will proceed through a court of law to evict the Complainant.

**V. MISCELLANEOUS [24 CFR 966.52]**

- A. This Grievance Procedure is incorporated by reference into all leases between AMHA and residents.
- B. AMHA shall before amending or changing this Grievance Procedure, provide at least 30 days notice to residents and Resident Organization of proposed changes in this Grievance Procedure. Within the 30 day period, residents and the Resident Organization may submit written comments to AMHA. Such written comments shall be considered by AMHA before adoption of any changes to this Grievance Procedure.
- C. AMHA shall furnish to each resident and the Resident Organization a copy of this Grievance Procedure.

**VI. INCORPORATION OF GRIEVANCE PROCEDURE IN LEASE AGREEMENT [24 CFR 966.52(B)]**

- A. The AMHA Public Housing Grievance Procedure shall be incorporated by reference in all resident dwelling leases.
- B. AMHA shall furnish a copy of the Public Housing Grievance Procedure to all AMHA Property Managers which will be available for review by all residents an resident organizations.

**EXHIBIT A**

Tenant's Written Request for Informal Hearing

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

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

\_\_\_\_\_

Development Manager: \_\_\_\_\_

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

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

Dear \_\_\_\_\_ (Manager's Name):

I wish to register a complaint against AMHA in regard to \_\_\_\_\_  
\_\_\_\_\_ that happened on \_\_\_\_\_ (date).

I feel this is unjust because \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following will resolve the complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I am available to talk with a designated AMHA employee at the following times:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Tenant's Signature)

**EXHIBIT B**

Tenant's Request for a Formal Hearing

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

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

\_\_\_\_\_

Development Manager: \_\_\_\_\_

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

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

Re: Complaint dated \_\_\_\_\_

Dear \_\_\_\_\_ (Manager's Name):

I hereby request a hearing before a Hearing Officer concerning my Grievance.

Briefly stated, my Grievance or complaint is \_\_\_\_\_

\_\_\_\_\_

I am requesting of AMHA \_\_\_\_\_

\_\_\_\_\_

I am available for a hearing on the following days and at the following time in the next 10 days: \_\_\_\_\_

Please advise me of the time, date and place of the hearing.

At the hearing I will need the following reasonable accommodations for my disabilities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Tenant's Signature)

## **Chapter 14**

### **FAMILY DEBTS TO THE PHA**

#### **INTRODUCTION**

Debts owed to the PHA are reported in HUD's Enterprise Income Verification System. This system contains data from all public housing authorities. The PHA does not house or rehouse anyone who owes money to The PHA or any other PHA until that debt is fully paid. However, if a resident of either a property owned by the PHA under its business activities or owned by one of its component units owes debt, then the PHA will propose a payment agreement before the resident is admitted into public housing.

This Chapter describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties.

When families or owners owe money to the PHA, the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments

- Civil suits

- Payment agreements

- Collection agencies

#### **A. PAYMENT AGREEMENT FOR FAMILIES**

A payment agreement as used in this plan is a document entered into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

The PHA will use a sliding scale system to determine the monthly payment.

#### **Late Payments**

A payment will be considered to be in arrears if:

- The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment agreement is in arrears, the PHA may:

- Grant an extension of 5 (five) days

Require the family to pay the balance in full

Terminate tenancy

Pursue civil collection of the balance due

If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears:

The family will be permitted to move.

If they are in arrears and pay the past due amount, they will be permitted to move.

### **Guidelines for Payment Agreements**

Payment agreements will be executed between the PHA and the head of household and spouse and/or co-head.

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Property Manager.

### **B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION**

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

#### **Family Error/Late Reporting**

Families who owe money to the PHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Procedures for Program Fraud Section of this chapter.

#### **Program Fraud**

Families who owe money to the PHA due to program fraud will be required to repay it in accordance with the payment procedures for program fraud, below.

Families who owe money to the PHA due to program fraud will be required to repay the amount in full or sign a payment agreement within 30 (thirty) days. If the full amount is paid or a payment agreement signed within this time period, and the family is still eligible, the PHA may continue assistance to the family.

If a family owes an amount which equals or exceeds \$5,000.00 as a result of program fraud, the case will be referred to the Financial Fraud Investigators. Where appropriate, the PHA will refer the case for criminal prosecution.

### **Payment Procedures for Program Fraud**

Families who commit program fraud will be subject to the following procedures:

The Financial Fraud Investigators of the PHA will assess accounts owed on a case-by-case basis. The PHA will not enter into a repayment agreement for an amount in excess of \$7,500.00 or for more than 60 months (except at the discretion of the Financial Fraud Investigators and Recertification Supervisor.)

If the client owes an amount in excess of \$5,000.00, the case will be reviewed by the Financial Fraud Investigators and Recertification Supervisor to determine if a repayment agreement can be established or if the case should be referred to the Legal department.

The preferred repayment method is 10% of the total amount due with payments as follows:

- 12 months up to \$1,000.00
- 24 months up to \$2,000.00
- 36 months up to \$3,000.00
- 48 months up to \$4,000.00
- 60 months for \$4,001.00 to \$7,500.00

The client and the PHA representative will sign an agreement and establish a time frame for repayment, as well as the monthly amount to be paid.

The monthly payment will be included on the client's rent statement, and must be paid on or before the eighth calendar day of each month.

The Property Manager will monitor all payments.

If the client defaults on a monthly payment, the client may have their lease terminated and the amount due shall be sent to the Legal Department for collection.

### **C. WRITING OFF DEBTS**

Once a resident has vacated the public housing program, any remaining balance owed the agency is classified as bad debt. However, the agency will continue efforts to collect the debt, which may include use of collection organizations or other third parties. The PHA will send written notification of the debt to the last known address provided by the former resident. If the resident wishes to dispute the charges, they must submit a request, in writing, within 14 (fourteen) business days from the date of the letter.

## **Chapter 15**

### **COMMUNITY SERVICE**

[24 CFR 960.603-960.611]

#### **A. REQUIREMENT**

Each adult resident (18 years or older) of the PHA shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for 8 hours per month.

Performs 8 hours per month of combined activities (community service and economic self-sufficiency program).

#### **B. EXEMPTIONS**

The PHA shall provide an exemption from the community service requirement for any individual who:

Is 62 years of age or older;

Is a blind or disabled individual, as defined under section 216 [i][I] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;

Is engaged in a work activity as defined in section 407 [d] of the Social Security Act;

Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

Is in a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

The PHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.

The PHA will permit residents to change exemption status during the year if status changes.

### **C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM**

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by HUD as: Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.

These economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

In addition to the HUD definition above, the PHA definition includes any of the following:

Participating in the Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan.

Other activities as approved by the PHA on a case-by-case basis.

The PHA will give residents the greatest choice possible in identifying community service opportunities.

The PHA will consider a broad range of self-sufficiency opportunities.

### **D. ANNUAL DETERMINATIONS**

For each public housing resident subject to the requirement of community service, the PHA shall, at least 30 days before the expiration of each lease term, review and determine the compliance of the resident with the community service requirement.

Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

The PHA will verify compliance annually. If qualifying activities are administered by an organization other than the PHA, the PHA will obtain verification of family compliance from such third parties.

Family members will not be permitted to self-certify that they have complied with community service requirements.

### **E. NONCOMPLIANCE**

If the PHA determines that a resident subject to the community service requirement is non-compliant with the requirement, the PHA must provide written notification to the resident of such non-compliance, and that:

The determination of noncompliance is subject to the administrative grievance procedure



under the PHA's Grievance Procedures; and

Unless the resident enters into a work-out agreement to comply with the community service requirement, the resident's lease will not be renewed, and

The PHA may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the PHA enters into a work-out agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program for or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

The head of household and the noncompliant adult must sign the agreement to cure and/or

Remove the non-compliant household member from the lease

### **Ineligibility for Occupancy for Noncompliance**

The PHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes a household member who was subject to the community service requirement and failed to comply with the requirement.

### **F. PHA RESPONSIBILITY**

The PHA will ensure that all community service programs are accessible for persons with disabilities.

The PHA will ensure that:

The conditions under which the work is to be performed are not hazardous;

The work is not labor that would be performed by the PHA's employees responsible for essential maintenance and property services; or

The work is not otherwise unacceptable.

### **G. PHA IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT**

The PHA will administer its own community service program, with cooperative relationships with other entities.

The PHA will administer the community service program through contracts and collaborative agreements with volunteer and community agencies.

The PHA will provide to residents a letter with examples of community service activities and

volunteer opportunities available throughout the community.

The PHA may consider contracting to a third party to design, administer, monitor and evaluate the community service program. The PHA will consider qualified resident councils or resident organizations to the maximum extent feasible.

## Chapter 16

### PROGRAM INTEGRITY ADDENDUM

#### **INTRODUCTION**

The PHA is committed to assure that the proper level of benefits is paid to all residents, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines the PHA's policies for the prevention, detection and investigation of program abuse and resident fraud.

#### **A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD**

Under no circumstances will the PHA undertake an inquiry or an audit of a resident family arbitrarily. The PHA's expectation is that resident families will comply with HUD requirements, provisions of the lease, and other program rules. The PHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor residents' lease obligations for compliance and, when indicators of possible abuse come to the PHA's attention, to investigate such claims.

The PHA will initiate an investigation of a resident family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. The PHA will follow up on referrals from other agencies, companies or persons which are received in writing, by telephone or in person, which allege that a resident family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained.

Internal File Review. A follow-up will be made if PHA staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the PHA's knowledge of the family, or is discrepant with statements made by the family.

Verification or Documentation. A follow-up will be made if the PHA receives independent verification or documentation which conflicts with representations in the resident file (such as public record information or credit bureau reports, reports from other agencies).

## **B. STEPS THE PHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD**

The management and housing placement staff will utilize various methods and practices to prevent program abuse, non-compliance, and willful violations of program rules by applicants and resident families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by resident families. These methods may include:

Is Fraud Worth It?. This program integrity bulletin is included in the online application to promote understanding of program rules, and to clarify the PHA's expectations for cooperation and compliance. Applicants are required to certify that they have read the bulletin before being permitted to begin the online application.

Eligibility Interview. Mandatory interviews will be conducted for all prospective residents at the time of application. At the conclusion of all interviews, the family representative will be required to sign an Acknowledgement to confirm that all rules and pertinent regulations were explained to them.

Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse

Tenant Certification. All family representatives will be required to sign a "Tenant Certification", as contained in HUD's Tenant Integrity Program Manual.

## **C. STEPS THE PHA MAY TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

The PHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent re-certifications, a selection of files will be reviewed. Such reviews shall include, but are not limited to:

Changes in reported Social Security Numbers or dates of birth.

Authenticity of file Documents.

Ratio between reported income and expenditures.

Review of signatures for consistency with previously signed file documents.

Observation. The PHA Management, Housing Placement staff, and Recertification staff (to include maintenance personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins may be reviewed by Management and Staff.

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

EIV – Enterprise Income Verification System – Income Report

Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the resident) in the following circumstances:

When an allegation is received by the PHA wherein unreported income sources are disclosed.

When a resident's expenditures exceed his/her reported income, and no plausible explanation is given.

#### **D. THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

The PHA staff will encourage all resident families to report suspected abuse to Housing Manager. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in a separate work file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The PHA will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine:

If the subject of the allegation is a resident of the PHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if the PHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the appropriate PHA staff will initiate an investigation to determine if the allegation is true or false.

## **E. HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

If the PHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the PHA will secure the written authorization from the program participant for the release of information.

EIV- Enterprise Income Verification System – Income Report

Credit Bureau Inquiries. In cases involving previously unreported income sources, a Credit Bureau inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.

Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review.

Other Agencies. Investigators, case workers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Interviews with Head of Household or Family Members. The PHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHA office. A high standard of courtesy and professionalism will be maintained by the PHA Staff Person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management.

## **F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE PHA**

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product" and will either be in a separate "work file." the work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among PHA Staff unless they are involved in the process, or have information which may assist in the investigation.

## **G. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

## **H. EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

The type of violation. (Procedural, non-compliance, fraud.)

Whether the violation was intentional or unintentional.

What amount of money (if any) is owed by the resident?

Is the family eligible for continued occupancy?

## **I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED**

Once a program violation has been documented, the PHA will propose the most appropriate remedy based upon the type and severity of the violation.

### **Procedural Non-compliance**

This category applies when the resident "fails to" observe a procedure or requirement of the PHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:

Failure to appear at a pre-scheduled appointment.

Failure to return verification in time period specified by the PHA.

Warning Notice to the Family. In such cases a notice will be sent to the family which contains the following:

A description of the non-compliance and the procedure, policy or obligation which was violated.

The date by which the violation must be corrected, or the procedure complied with.

The action which will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA.

The consequences of repeated (similar) violations.

### **Procedural Non-compliance - Retroactive Rent**

When the resident owes money to the PHA for failure to report changes in income or assets, the PHA will issue a Notification of Underpaid Rent. This Notice will contain the following:

A description of the violation and the date(s).

Any amounts owed to the PHA.

A 14 (fourteen) day response period.

The right to disagree and to request an informal hearing with instructions for the request of such hearing.

Resident Fails to Comply with PHA's Notice. If the resident fails to comply with the PHA's notice, and a material provision of the lease has been violated, the PHA will initiate termination of tenancy.

Resident Complies with PHA's Notice. When a resident complies the PHA's notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision which was violated.

### **Intentional Misrepresentations**

When a resident falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the resident, the PHA will evaluate whether or not:

The resident had knowledge that his/her actions were wrong, and

That the resident willfully violated the lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the resident was made aware of program requirements and prohibitions. The resident's signature on various certifications, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrongdoing.

The resident willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

An admission by the resident of the misrepresentation.

That the act was done repeatedly.

If a false name or Social Security Number was used.

If there were admissions to others of the illegal action or omission.

That the resident omitted material facts which were known to them (e.g., employment of self or other household member).

That the resident falsified, forged or altered documents.

That the resident certified to statements which were later independently verified to be false.



### **The Resident Meeting for Serious Violations and Misrepresentations**

When the PHA has established that material misrepresentation(s) have occurred, a Resident Meeting will be scheduled with the family head of household and the PHA staff person who is most knowledgeable about the circumstances of the case.

This meeting may take place prior to any proposed action by the PHA. The purpose of such meeting is to review the information and evidence obtained by the PHA with the resident, and to provide the resident an opportunity to explain any documented findings which conflict with representations in the resident file. Any documents or mitigating circumstances presented by the resident will be taken into consideration by the PHA. The resident will be given 30 (thirty) days to furnish any mitigating evidence.

A secondary purpose of the Resident Meeting is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHA will consider:

- The duration of the violation and number of false statements.

- The resident's ability to understand the rules.

- The resident's willingness to cooperate, and to accept responsibility for his/her actions

- The amount of money involved.

- The resident's past history

- Whether or not criminal intent has been established.

- The number of false statements.

### **Dispositions of Cases Involving Misrepresentations**

In all cases of misrepresentations involving efforts to recover monies owed, the PHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

**Criminal Prosecution:** If the PHA has established criminal intent, and the case meets the criteria for prosecution, the PHA may:

- Refer the case to the local State or District Attorney.

**Administrative Remedies:** The PHA may:

- Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with the PHA's repayment policy.

## **Chapter 17**

### **NON-SMOKING POLICY**

#### **INTRODUCTION**

Due to the increased risk of fire, increased maintenance costs and the known health effects of secondhand smoke, smoking is prohibited in any areas of the property, both private and common, whether enclosed or outdoors. This policy applies to all owners, residents, guests and service persons.

#### **A. SMOKE-FREE POLICY**

**All Low Income Public Housing Properties are to be smoke free in compliance with the mandatory federal regulation set forth in PIH-Notice 2017-3.**

Prohibited tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as: cigarettes, cigars, pipes and water pipes (also known as hookahs).

While electronic cigarettes are permitted in the Resident's private dwelling, they are prohibited, just as those items listed above, in all common areas.

Interior common areas include but are not limited to: hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures.

#### **B. NON-SMOKING REQUIREMENTS**

Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the unit rented by Resident, or the building where the Resident's dwellings located or in any of the common areas or adjoining grounds of such buildings that are within 25 feet from public housing and administrative office buildings or other parts of the rental community, nor shall Resident permit any guests or visitors under the control of Resident to do so.

Resident shall inform Resident's guests of the non-smoking policy. Further, Resident shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's apartment unit.

Resident acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental development as smoke-free, does not make the Landlord or any of its managing agents the guarantor of Resident's health or of the smoking-free condition of the Resident's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the development smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

Resident agrees that the other residents at the development are the third-party beneficiaries of Resident's smoke-free addendum agreements with Landlord. A Resident may sue another

Resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another Resident. Any suit between Residents herein shall not create a presumption that the Landlord breached this Addendum.

Resident acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental development as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to the Resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or expressed warranties that the building, common areas, or Resident's premises will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guest. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord Lease obligation.

## **Appendix I**

### **INCOME LIMITS AND OVER INCOME LIMITS**

Income limits and over income limits are published on the AMHA website at [www.akronhousing.org](http://www.akronhousing.org) and are available at AMHA's Central Office.