



EDGEWOOD VILLAGE ADMISSIONS & CONTINUING OCCUPANCY POLICY FOR PUBLIC HOUSING ASSISTED UNITS

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EDGEWOOD VILLAGE ADMISSIONS & CONTINUING OCCUPANCY POLICY FOR PUBLIC HOUSING ASSISTED UNITS

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Edgewood Village

Admissions & Continuing Occupancy Policy

This Admissions and Continuing Occupancy Policy (the “Policy”) is adopted by Akron Edgewood Homes, LLC with respect to the 80 units comprising the first phase (“Phase 1”), by Edgewood Village, LLC with respect to the 48 units comprising the fourth phase (“Phase 4”) by Marian Hall Building, LLC with respect to the 48 units comprising the fifth phase (“Phase 5”) and by Edgewood Village South, LLC with respect to the 50 units comprising the final phase (“EVS”) of the mixed-income housing community of Edgewood Village to be constructed in Akron, Ohio. The Akron Metropolitan Housing Authority (“AMHA”) shall be the initial management agent for Phase 1, Phase 4, Phase 5 and EVS.

It is the intent of Akron Edgewood Homes, LLC (the “Phase 1 Owner”), Edgewood Village, LLC (the “Phase 4 Owner”), Marian Hall Building, LLC (the “Phase 5 Owner”) and Edgewood Village South, LLC (the “EVS Owner”) and AMHA to operate Phase 1, Phase 4, Phase 5, and EVS as one residential development. Accordingly, as used herein, the term “Development” shall be meant to refer to the entire Edgewood Village community or particularly to Phase 1, Phase 4, Phase 5 or EVS as the context of the particular provision may require. Additionally, as used herein the term “Owner” shall refer to the Phase 1 Owner, the Phase 4 Owner, the Phase 5 Owner, and the EVS Owner collectively, or individually as the context of the provision may require. Provided however, that nothing herein shall be construed as creating any obligations upon the Phase 1 Owner for Phase 4, Phase 5 or EVS or the residents thereof; upon the Phase 4 Owner for Phase 1, Phase 5, or EVS or the residents thereof; upon the Phase 5 Owner for Phase 1, Phase 4, EVS or the residents thereof; or upon the EVS Owner for Phase 1, Phase 4, or Phase 5 or the residents thereof.

This Policy describes the procedures to be followed by the Owner’s management agent in selecting new residents for all units in the Development and assessing such residents’ continuing eligibility for occupancy of such units.

This Policy has been developed to ensure that: (a) all persons have an equal opportunity to apply for housing at the Development; (b) there is a fair and equitable selection process for such housing; and (c) there are fair and reasonable procedures that govern occupancy of such housing. The administration of this Policy is intended to promote the successful development and operation of the Development as economically and socially diverse housing.

The Development will be operated by the Owner's management agent in accordance with this Policy and: The United States Housing Act of 1937, as amended, and implementing regulations; Section 42 of the Internal Revenue Code of 1986, as amended (as applicable); the Fair Housing Act; the Fair Housing Act Amendments Act of 1988; Section 504 of the Rehabilitation Act of 1973; Architectural Barriers Act; Title II of the Americans with Disabilities Act; Title VI of the

Civil Rights Act of 1964, as amended; and state and local law. This Policy will be made available to residents and the general public at the Management Office, which will be located in an accessible building. Upon request, Management will provide reasonable assistance to any individual in connection with reviewing this Policy.

I. DEFINITIONS

Act

The United States Housing Act of 1937, as amended.

Adjusted Income

Annual Income (as defined below), after certain deductions and exemptions required by Federal Law (24 C.F.R. 5.611).

AMHA

The Akron Metropolitan Housing Authority.

Annual Income

The total anticipated income received by or on behalf of the Head of Household, Co-Head of Household and each additional member of the Household, even if temporarily absent, from all sources, over a period of 12 months following the effective date of the initial determination or reexamination of the Household's income, including (without limitation) net income derived from Assets, but excluding income that is temporary, non-recurring or sporadic, and all as defined more specifically under Federal regulation (24 C.F.R. 5.609, 24 CFR 5.612, 24 C.F.R. 960.255).

Area Median Income or AMI

Area Median Income or AMI means the median income of the Akron metropolitan statistical area as determined by HUD and including any applicable adjustments for family size or other factors.

Applicant Household

All individuals listed on the Application for admission to a unit at the Development.

Assets

Cash on hand, checking accounts, stocks, bonds, annuities, money market, mutual funds, 401K, IRA, savings accounts, pay cards, CD, direct express card, cryptocurrency, equity in real property or the cash value of life insurance policies, not including the value of personal property such as furniture, automobiles and household effects.

Co-Head of Household

A spouse or co-head of the Head of Household who signs the Lease and is legally responsible for the obligations of the Household under the Lease.

Code

The Internal Revenue Code of 1986, as amended, and any successor statutes or legislation.

Disabled Family

A family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides

Drug-Related Criminal Activity

The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as such term is defined in Section 102 of the Controlled Substances Act).

Economic Self-Sufficiency Program

Any program designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement, basic skills training, education, workfare, financial or household management, apprenticeship, or other activities as the Secretary of HUD may provide.

Elderly Family

A family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.

Family

Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (1) A single person, who may be:
 - (i) An elderly person, displaced person, disabled person, near-elderly person, or any other single person;
 - (ii) An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act ([42 U.S.C. 675\(5\)\(H\)](#)), and is homeless or is at risk of becoming homeless at age 16 or older; or
- (2) A group of persons residing together, and such group includes, but is not limited to:
 - (i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - (ii) An elderly family;
 - (iii) A near-elderly family;
 - (iv) A disabled family;

- (v) A displaced family; and
- (vi) The remaining member of a tenant family.

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 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; provided there are no other barriers outside of adequate housing for reunification

Flat Rent

Rent which a Household can elect to pay for a Public Housing Unit, which is based on the estimated rental value of the unit as determined by Owner in accordance with 24 C.F.R. 960.253. Flat Rent will be designed so as not to create a disincentive for continued residency by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts, and in no event will the Flat Rent exceed the permissible rent under the LIHTC Program or such lower amount as may be required by the Ohio Housing Finance Agency ("OHFA").

HANDICAPPED PERSON - [Referred to as a Person with a Disability].

42 U.S. Code § 3602 - Definitions

(h) "Handicap" means, with respect to a person—

(1) a physical or mental impairment which substantially limits one or more of

- such person's major life activities,
- (2) a record of having such an impairment, or
- (3) being regarded

Head of Household

The individual who is legally responsible for the obligations of the Household under the Lease.

Household

An individual or Family who has been selected to live in, and has executed a Lease for, a housing unit at the Development. The term Household shall include only those individuals listed in the Lease and any AMHA approved Live-In Aide, as defined below.

HUD

The United States Department of Housing and Urban Development.

Income-Based Rent

The highest of: (a) 30% of the Household's Monthly Adjusted Income; or (b) 10% of the Household's Monthly Income; or (c) if the resident family is receiving payments for welfare assistance from a public agency and a part of such 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 such payments which is so designated.

Lease

A lease agreement for a housing unit at the Development that has been executed by Management and by the Head of Household, the Co-Head of Household and all adult members 18 and older.

LIHTC Program

The Low Income Housing Tax Credit program, as set forth in Section 42 of the Code and all applicable regulations, all as amended from time to time.

LIHTC Unit

All 80 units in Phase 1, all 48 units in Phase 4, all 48 units in Phase 5, and all 50 units in EVS are subject to the requirements of the LIHTC Program.

Live-In Aide

A person who resides with one or more Elderly, Near-Elderly or Persons with Disabilities and (1) is determined by AMHA to be essential to the care and well-being of such residents and qualified to provide all necessary supportive services; (2) is not obligated to support such residents financially; and (3) would not be living in the unit except to provide the necessary supportive services, as per 24 CFR 5.403.

Management

The management agent appointed by Owner to operate the Development and administer this Policy. The initial management agent for Phase 1, Phase 4, Phase 5 and EVS shall be AMHA.

Management Office

The office used by Management in operating the Development and administering this Policy.

Minimum Rent

The minimum amount of rent that a Household that has elected to pay Income-Based Rent must pay. The amount of Minimum Rent shall be \$50 per month in accordance with 24 CFR Part 5.630, subject to modification by the Owner from time to time. The requirement to pay Minimum Rent is subject to the financial hardship provisions detailed in Section X.B of this Policy.

Monthly Adjusted Income

One-twelfth of Adjusted Income, as defined above.

Monthly Income

One-twelfth of Annual Income, as defined above.

Near-Elderly Family

A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Non-Public Housing Unit

Any one of the 31 units in Phase 1, the 25 units in Phase 4, and the 30 units in EVS that are subject to all requirements of the LIHTC Program, but not on the public housing program, and the 12 units in Phase 5 that are subject to both the LIHTC Program and PBV program but not the public housing program.

On-Line Application Form

The initial application for housing at the Development, to be completed by each Applicant Household and submitted via the AMHA website www.akronhousing.org.

Overhoused

Any circumstance in which a Household occupies a unit with a greater number of bedrooms than are necessary to accommodate all members of the Household, according to standards described

in this Policy and supported by HUD guidance.

Over-Income for Continued Occupancy

Exceeding 120 percent of the Area Median Income to comply with the Housing Opportunity through Modernization Act of 2016 and the Federal Register, V.83, No. 144, July 26, 2018.

Persons with Disabilities

1. Means a person who:
 - a. Has a disability, as defined in 42 U.S.C. 423;
 - b. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - i. Is expected to be of long-continued and indefinite duration;
 - ii. Substantially impedes his or her ability to live independently, and
 - iii. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
 - c. Has a developmental disability as defined in 42 U.S.C. 6001.
2. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any condition arising from the etiologic agent for acquired immunodeficiency syndrome;
3. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
4. Means “individual with handicaps,” as defined in 24 C.F.R. 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

Program Preferences

An income-category placement preference designed to achieve the income-mixing goals of this Policy, and a preference for Working Families. These preferences are also called "local preferences" under HUD's regulations at 24 C.F.R. 960.206.

Project Based Voucher Units. The 12 units in Phase 5 that are not public housing units, but are subsidized under a project-based voucher HAP Contract entered into under Section 8(o) of the Act. Minimum age is 62.

Public Housing Tenant Rent

The amount payable monthly by the Household to Owner as rent for the unit. Where all utilities (except telephone) and other essential housing services are supplied by the Owner, Public Housing Tenant Rent shall equal either Income-Based Rent or Flat Rent, as elected by the resident. Where no such utilities or essential housing services are supplied by the Owner and the resident has elected to pay Income-Based Rent, Public Housing Tenant Rent equals the resident's Income-Based Rent less the Utility Allowance.

Public Housing Unit

Any one of the 49 units in Phase 1, the 23 units in Phase 4, the 36 units in Phase 5 or the 20 units at EVS that receives an operating subsidy and is operated as public housing in accordance with a Regulatory and Operating Agreement between the Owner and AMHA. Public Housing Units in Phase 1, Phase 4, Phase 5, and EVS will also be subject to all requirements of the LIHTC Program.

Reasonable Accommodation Policy

The policy adopted by Owner concerning the nature and extent of accommodations it will generally make to address any special needs of applicants or residents.

Remaining Member of a Household

Any member of a Household other than the Head (or Co-Head) of Household who is of legal age to enter into a Lease and remains in the unit after the Head (and Co-Head) of Household has vacated the unit for reasons other than termination of the Lease by Management. All Remaining Members of a Household aged eighteen (18) years of age or older will be responsible for any existing non-payment of rent as a condition of continued occupancy. Live-In Aides will not qualify as a "remaining member of a household".

Smoking

The term smoking means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or other tobacco products or plants in any manner, in any form. Tobacco products are defined as cigarettes, cigars, pipes and waterpipes (hookas).

Substantial Cause

Substantial and valid reasons for rejecting a unit relating to the health or welfare of the Applicant Household or for other substantial reasons. Management will determine whether the reasons for rejecting the unit are substantial and valid.

Underhoused

Any circumstance in which a Household occupies a unit with an insufficient number of bedrooms to accommodate all members of the Household, according to standards described in

this Policy and supported by HUD guidance.

Utility Allowance

Owner's estimate of the monthly cost of the reasonable consumption of utilities and other housing services (except telephone) by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment.

Veteran

A person who has served in the active military or naval service of the United States, and who was discharged or released therefrom under conditions other than dishonorable. A person who served as a member of the United States merchant marine and to whom either of the following applies:

- i. The person has an honorable report of separation from active duty military service, form DD214 or DD215.
- ii. The person 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.

**United States merchant marine includes the United States army transport service and the United States naval transport service.*

Waiting List

The site-based (sub-jurisdictional) waiting list maintained by Management and applicable only to the Development. Phase 1, Phase 4 and EVS shall operate upon a single site-based waiting list, Phase 5 shall operate upon a separate site-based waiting list for Near-Elderly and Elderly Families (as approved by HUD in AMHA's Designated Housing Plan)

Waiting List Number

The number indicating an Applicant Household's position on the Waiting List, based on prior resident status and all applicable Program Preferences.

Working Family

"Working Family Waiting List Preference" shall have the meaning set forth in Section IV (A) and "Working Family Continued Occupancy" shall have the meaning set forth in Section IX (B).

II. CIVIL RIGHTS COMPLIANCE

A. Nondiscrimination

The Development shall be operated at all times in accordance with the requirements of the following, as the same may be amended from time to time:

- (a) The Fair Housing Act, 42 U.S.C. 3601-19, and regulations issued thereunder, 24 CFR Part 100;
- (b) Executive Order 11063 (Equal Opportunity in Housing) and regulations issued thereunder, 24 CFR Part 107;
- (c) The fair housing poster regulations, 24 CFR Part 110, and advertising guidelines, 24 CFR Part 109;
- (d) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and regulations issued thereunder relating to nondiscrimination in housing, 24 CFR Part 1;
- (e) Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations issued thereunder, 24 CFR Part 146;
- (f) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and regulations issued thereunder, 24 CFR Part 8;
- (g) The Americans with Disabilities Act, 42 U.S.C. 12181-89, and regulations issued thereunder, 28 CFR Part 36;
- (h) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and its implementing regulations of 24 CFR Part 135;
- (i) Section 3 of the Housing and Community Development Act of 1968, as amended;
- (j) HUD FR 5359-F-O2;
- (k) Ohio fair housing laws; and
- (l) Any legislation protecting the individual rights of residents, applicants or staff that may subsequently be enacted.

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:

1. Deny to anyone the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs.
2. Provide housing that is different from that provided to others.
 - i. However, the Owner and Management are required by law to provide persons with disabilities with housing that is appropriate for their needs.
3. Subject a person to segregation or disparate treatment.
4. Restrict a person's access to any benefit enjoyed by others in connection with the housing program.
5. Treat a person differently in determining eligibility or other requirements for admission.
6. Deny a person access to the same level of services.
7. Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.

Admission shall not be automatically denied to an otherwise qualified Applicant Household because of its membership in a group to which negative behavior may be imputed. Members of each Applicant Household will be considered based on their individual attributes or behavior.

B. Reasonable Accommodation Policy

To assure compliance with all Federal and Ohio laws pertaining to individuals with disabilities, Management maintains a Reasonable Accommodation Policy. The Reasonable Accommodation Policy provides for reasonable modifications to rules, policies, practices and services or make structural alterations when necessary to afford a qualified individual applicant or resident with disabilities and equal opportunity to use and enjoy a dwelling and participate in the housing, programs and services available at the Development. An accommodation will not be considered reasonable if it constitutes a fundamental alteration of the provider's program, or creates an undue financial or administrative burden. Non-subsidized residents may be required to pay for modifications and any costs to restore the unit. The Reasonable Accommodation Policy

includes the following elements.

1. Reasonable accommodations will be made at the request of applicants and residents with disabilities to ensure the opportunity for equal access to housing, benefits and services.
2. At the time of initial application and at any recertification, a notice will be provided to each applicant or resident that describes Section 504 requirements, including the right to request a reasonable accommodation.
3. Intake, screening, recertification and other meetings will be conducted at accessible locations.
4. Forms and other documents to be completed by applicants will be available in accessible format upon request. Sign language interpreters and other auxiliary aides will be provided if requested by the individual with disabilities.
5. Any applicant or resident, whether or not a person with disabilities, may be assisted by a family member, friend or advocate in interviews and meetings with Management, and in the completion of written forms. Upon request, Management will help an individual complete written forms or explain written materials orally.
6. An individual requesting a reasonable accommodation may be required to verify the existence of a disability, as defined by all Federal and Ohio laws pertaining to individuals with disabilities, and may also be required to document the relationship between the accommodation and the handicap or disability upon request.
7. Once an individual or family accepts a unit that meets the AMHA-approved reasonable accommodation and the needs of the disabled person, AMHA will not approve an additional relocation or transfer unless there is a substantiated change in the disability or a subsequent diagnosis that was not the basis for the previous AMHA-approved reasonable accommodation.
8. 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.

C. People with Limited English Proficiency

The Owner and Management will take reasonable steps including available community resources such as [the University of Akron Effectiff](#), the International Institute and available computer-based interpretive applications to ensure meaningful access to the housing and services available at the Development by people of limited English-speaking proficiency, in compliance with current federal mandates. In designing and implementing these steps, the Owner will take into account:

Subsidized Residents:

1. The number of people with limited English-speaking proficiency who are likely to come into contact with the housing and services at the Development, including the populations of people identified in the Affirmative Fair Housing Marketing Plan approved by [HUD LIHTC](#) in connection with the Development.
2. The frequency with which such people will come into contact with Management and service providers at the Development.
3. The importance of the particular activity, service or interaction with an applicant or resident.
4. The resources available and the costs of taking the steps.

Non-Subsidized Residents:

1. The Development is not required to pay costs associated with providing a foreign language interpreter. The Owner will, however, arrange for service providers to be made available to assist in completing the application and certification process when Limited English Proficient (LEP) individuals who need language assistant or persons with literacy barriers are identified.

D. Affirmative Marketing

Owner and Management will conduct affirmative marketing as required by the Ohio Department of Development (Form AFHM-98).

III. ELIGIBILITY REQUIREMENTS

A. Initial Occupancy of Public Housing Units

To be eligible for admission into a Public Housing Unit at the Development, each

Applicant Household must meet the following criteria:

1. The Applicant Household is a Family (as defined above) or a single person.
2. Each member of the Applicant Household is a citizen of the United States or a non-citizen with eligible immigration status, as defined by HUD (see 24 C.F.R. 5.500 *et seq.*).

~~4.3.~~ The Annual Income does not exceed any limits set by HUD (as described at 24 C.F.R. 5.609), as amended from time to time, or set under the LIHTC Program.

~~5.4.~~ Initial Occupancy-Occupancy is denied for Hud-Assisted families who have "Total net assets exceeding \$100,000 (as adjusted annually) OR Real property that is suitable for occupancy with some exceptions.

~~6.5.~~ Each member of the Applicant Household must have a Social Security number or certify that no such number has been assigned.

~~7.6.~~ During the LIHTC compliance period, meet the income eligibility requirements for admission to the LIHTC Units as described in this Policy.

~~8.7.~~ For Phase 5, the Applicant Household is an Elderly Family or Near-Elderly Family as required under AMHA's HUD approved Designated Housing Plan

B. Initial Occupancy of LIHTC Units

During the LIHTC compliance period, for admission to the LIHTC Units, an applicant household must:

1. Meet the income standards required by the Ohio Housing Finance Agency ("OHFA") under which 100% of the LIHTC Units must be rented to families whose incomes are at 60% or less of Area Median Income ("AMI") at initial occupancy, or as stated in the applicable Funding Agreement and Management Plan.
2. Not consist entirely of full-time students, unless (i) a member of the household receives assistance under a federal state or local job training program; (ii) a member of the household receives Temporary Assistance to Needy Families (TANF); (iii) the household consists of a single parent and his or her children, and the parent and children are not tax dependents of another person; or (iv) the

household consists solely of a married couple that files a joint tax return.

3. Use the unit only as a private dwelling for the household, and not for business or other purposes; except that, with the prior permission of the Owner, a family may use the unit for incidental purposes related to his or her trade or business, as long as the incidental use complies with local zoning laws, building codes, applicable health and safety laws, and applicable laws for the regulation of business.

C. Increase in Household Income after Initial Occupancy of LIHTC Units

1. A family residing in a LIHTC Unit must continue to meet the LIHTC eligibility criteria set forth in this section during occupancy. Notwithstanding an increase in the income of the occupants of an LIHTC Unit to a level above the income limitations applicable under Section III.B.1, such unit may continue to be treated as an LIHTC Unit if the income of such Household initially met such income limitations and the Household's income has not risen above 140% of 60% of AMI (the "Tax Credit Rent Ceiling"). In the event the income of occupants of an LIHTC Unit has risen above the Tax Credit Rent Ceiling, the occupants of such unit shall vacate the unit at the end of the lease term.

D. Additional Eligibility Requirements

1. Meet the Tenant Selection Criteria found in this Policy.
2. Pass the criminal background screening as follows:

a. 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 Management will endeavor to screen applicants as thoroughly and fairly as possible.

If in the past the Management 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 Management shall have the discretion to consider all circumstances of the case regarding the extent of participation by non-involved family members.

b. FBI and Law Enforcement Records

The Management 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 Management will check criminal history for all adults in the household to determine whether any member of the family is subject to a lifetime sex offender registration requirement.

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

The Management has contracted 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 Management that there is a criminal history record indexed in the Interstate Identification Index, which might belong to the applicant, the Management 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.

c. Standard for Violation

Persons currently listed on the AMHA Criminal Trespass List are not eligible for housing.

Persons evicted and/or that 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 Management will admit the household if the Management determines: The person demonstrates successful completion of a rehabilitation program approved by the Management, 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.

d. Permanent Denial of Admission

The Management 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 Management will not waive this requirement.

e. Prohibition on Persons Subject to Sex Offender Registration Requirement

The Management 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.

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 Management 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.

f. Criteria for Housing Applicants and Household Members with Criminal Convictions

Violent Criminal Activity Convictions:

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

Drug Conviction:

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.

g. 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 AMHA 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.

h. 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 14 of this policy, concerning the Complaints, Grievances and Appeals. An applicant who is deemed unsuitable as a result of this review can still be considered eligible for the Section 8 certificate/voucher program.

i. Evidence

The AMHA 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 Management inspectors and/or investigators, and evidence gathered from the AMHA Hotline.

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

j. Pass screening for suitability

If AMHA has terminated participation from any **AMHA** program for any lease violation, other than drug related criminal activity (see Standard of Violation page 2-8), the applicant will be deemed unsuitable for three years.

An applicant's intentional misrepresentation of any information related to eligibility, with the exception of criminal background screening (See section III(D)(2)(f)), 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.

k. 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 in accordance with the Violence Against Women Act.

For Phase 5, all applicants must be Elderly or Near Elderly Families.

E. HOME-Assisted Units.

Twenty (20) of the Public Housing Units in Phase 1, ten (10) Non-Public Housing Units in Phase 4, and three (3) units at Edgewood South shall be HOME-assisted units as described at 24 CFR §92.252. The HOME-assistance requirements require that at least four (4) units in Phase 1 and three (3) units in Phase 4 be occupied by households with incomes at or below 50% of AMI (Very Low-Income HOME Units).

IV. SELECTION PREFERENCES.

An admission preference does not guarantee admission. Preferences establish the order of placement on the waiting list. Every applicant must still meet Management's selection criteria before being offered a unit.

A. Working Family

1. Be a "Working Family." This criterion can be satisfied in any of the following

ways:

2. The Applicant Household can certify that the Head of Household or Co-Head of Household is employed full or part-time (at least 20 hours per week) and can verify income from such employment while on the Waiting List. The amount of income earned shall not be a factor in granting this preference; or
3. The Head (or Co-Head) of the Applicant Household is age 62 or older, or has a verified disability; or
4. The Head (or Co-Head) of the Household is age 50 or older and is receiving a retirement benefit or is able to show proof of retirement; or
5. The Head of the Applicant Household is the primary caregiver for an individual that is 62 or older, or who has a verified disability; or
6. The Applicant Household can certify that the Head of Household or Co-Head of Household:
 - a. Is currently enrolled in, or has, within one (1) year of the claim date, graduated from or successfully completed a program of post-secondary education, vocational skills training or on-the-job training acceptable to Owner, and is currently engaged in an active search for employment; or
 - b. Was discharged from military service, within one (1) year prior to the claim date, under honorable conditions (i.e., an honorable or a general discharge) after more than one (1) year of service, and is currently engaged in an active search for employment; or
 - c. Is unemployed, but is enrolled in the Resident Services program offered at the Development (the “RS Program”).

B. Veteran Preference

Provided to households that include veterans and persons serving in the active military or naval service of the United States, including the spouse or guardian of minor children of deceased veterans or deceased persons who were so serving at the time of death.

As used in this section: “Veteran” has the same meaning as assigned by the Ohio

Revised Code 5901.01, which means either of the following:

1. 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
2. A member of the United States merchant marine to whom either of the following applies
 - a. the member has an honorable report of separation from active duty military service, form DD214 or DD215.
 - b. 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.
 - c. “United States merchant marine” includes the United States army transport service and the United States naval transport service

C. Rent Burden or Homeless Preference

1. 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;

- a. For purposes of this preference, “Family Income” is Gross Monthly Income as defined in the regulations
- b. “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 either:
- c. Management will make a 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 family. If rent burden cannot 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; however, if information is not obtainable for the entire period, the average of at least the past three months will be used. Management will 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

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

D. Homeless/Substandard

An applicant will be considered homeless if the household meets the criteria listed below:

1. Resides in substandard housing, or lacks a fixed, regular and adequate nighttime residence, or
2. Resides either at a public or private shelter, with friends or relatives on a temporary basis , or
3. Will lose their primary night-time residence within 60 days of application, or
4. Is fleeing a domestic violence, dating violence, stalking, or other life- threatening situation, or
5. Contains a Head or Co-Head, ages 18 to 25 years, who is aging out of the Foster Care system.

E. Elderly Preference

For Phase 5 only, qualified Elderly Families (head or co-head is age 62 or older) shall be given a preference over Near Elderly Families (head or co-head is age 50-61). This preference shall be verified by records of birth.

F. Application of Preferences

Applicant Households may qualify and apply for all preferences, independently of one another, or they may qualify and apply for more than one if appropriate. Priority will be given to prior residents (see revised definition) over all Applicant Households not qualifying as prior residents as set forth above. Applicant Households will be placed on the portion of the Waiting List corresponding to any applicable preference in accordance with the date and time of their application and the Family's required bedroom size. However, no Applicant Household will be permitted to retain its position on any portion of the Waiting List if it rejects an appropriate unit, unless such rejection was for Substantial Cause, in which event such rejection will not affect the Applicant Household's position on the Waiting List. Notwithstanding the foregoing, if an Applicant Household has previously rejected two offers of a suitable vacant unit for Substantial Cause, upon the third rejection, even if such rejection is for Substantial Cause, the household will be moved to the bottom of all applicable portions of the Waiting List, and, if the household was entitled to a prior resident preference, the household shall no longer be entitled to such preference.

G. Order of Selection

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

1. Date and time of receipt of a completed application; and
2. The AMHA has established the following system to apply local preferences:
Local preferences will be aggregated using the following system:
 - a. 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.
 - i. Working Family: 5 points
 - ii. Rent Burden or Homeless Preference: 4 points

iii. Disability Rendering Current Federally-Assisted Housing Inadequate: 4 points

iv. Veteran Preference: 2 points

3. For Phase 5, which is an elderly development, Elderly Families will have an absolute preference over Near-Elderly Families.

V. HOUSEHOLD AND UNIT SIZE CRITERIA

A. Unit Size

1. No more than two (2) persons will be required to occupy a bedroom in an LIHTC Unit.
2. Unrelated persons, persons of different generations, or persons of the opposite sex will not be required to share a bedroom in such a unit, unless:
 - a. The Applicant Household elects to do so with the approval of Management, and
 - b. The persons who would be sharing the bedroom are eighteen (18) and older or six (6) and younger.
3. A husband and wife will be expected to share a bedroom, as will dependent children of the same sex.
4. In selecting an appropriate unit size for a Household or an Applicant Household, Management will balance the need to avoid overcrowding against the need to avoid over housing and to maximize use of space, in keeping with the above guidelines and the general standard illustrated below. This criteria will be applied at the discretion of Management in accordance with funding guidelines:

Number of Bedrooms	Number of Persons Minimum	Number of Persons Maximum
1	1	2
2	2	4
3	3	6
4	4	8

5. For the purpose of determining unit size at move-in, Management will count all full-time members of the Applicant Household listed on the Pre- Application

Form (or in the case of a prior resident, on a Re-Admission Form), including any live-In Aides and all children expected to reside in the unit (including those whom an adult in the household is adopting or acquiring legal guardianship of, who are temporarily absent due to placement in foster care or who are away at school, or who will be born to pregnant women in the household).

6. If an Applicant Household qualifies for more than one unit size based on the number of persons in the Household, the Household may elect to have unrelated persons or persons of different generations or of the opposite sex share a bedroom to qualify for a unit with the lower number of bedrooms. The Household may elect
 - a. to be placed on the portion of the Waiting List for units with the lower number of bedrooms only;
 - b. to be placed on the portion of the Waiting List for units with the higher number of bedrooms only; or
 - c. to be placed on both such portions of the Waiting List. If an Applicant Household chooses to be placed on both such portions of the Waiting List, rejection of a unit due to preference for a unit of the other size shall not be considered rejection for Substantial Cause.
7. When a family is actually offered a unit, if it no longer qualifies for the unit size where it was sublisted, it will be moved to the appropriate sublist, retaining its preferences and date and time of application. This may mean that the family may have to wait longer for a unit offer.
8. A household approved for an additional bedroom(s) due to a household member's disability (for any reason) must certify annually that the need for the additional bedroom(s) continues to exist.

B. Live-In Aides

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

1. Is 18 (eighteen) years of age or older.
2. Is determined by AMHA to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities,
3. Is not obligated for the support of the person(s), and

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

The live-in aide will be subject to AMHA'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 and must vacate the unit when the resident who eligible for such accommodation vacates the unit. 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 partner or child(ren) of a live-in aide may also reside in the unit, providing doing so does not increase the subsidy by the cost of an additional bedroom and that their presence does not overcrowd the unit.

A live-in-aide may only reside in the unit with the approval of AMHA. Written verification will be required from a reliable, knowledgeable professional; such as, a doctor, licensed professional or reliable third party to demonstrate the need for the live-In Aide and the fact that the existence of a live-in aide would enable the Household to comply with the terms of the Lease. 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 AMHA 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 AMHA within 60 calendar days of AMHA'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 AMHA.

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 AMHA within 60 calendar days of AMHA'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 AMHA.

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.

AMHA 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, AMHA 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, AMHA 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.

AMHA has the right to disapprove a request for a live-in aide based on the other eligibility criteria described in this Chapter.

C. Accessible Units

1. Any unit that has been modified to be accessible will be offered first to any current resident of the Development who needs the special features of the unit and who is presently residing in a unit in the Development that lacks such features (and in the case of Phase 5 is also an Elderly or Near-Elderly Family). If no current resident has a need for the accessible unit, it will be offered to a qualified applicant on the waiting list who needs such special features.
2. When offering an accessible or adaptable unit to a non-disabled applicant, Management will require the applicant to agree to move within 30 days to an available non-accessible unit in the Development when a current resident or a qualified applicant needs the unit. This requirement will be reflected in the non-disabled applicant's Lease.
3. Similarly, if a Household member needing special features vacates an accessible

unit, the Remaining Member(s) of the Household will be required to move to a different unit in the Development as soon as there is a qualified applicant or resident who needs such accessible unit.

4. A Disabled, Near-Elderly or Elderly Family may elect to move into a unit that lacks features making it accessible if no accessible units are available.

VI. APPLICATION PROCESS

Families who wish to apply for Edgewood Village must complete an application form. Applications will be made available in an accessible format upon request ~~for~~ from a person with a disability.

Persons with disabilities may call the Housing Placement Department to make other arrangements to complete their application.

The application process:

The Housing Placement Department will process applications for housing in accordance with the following two-phase procedure:

Phase One: Preliminary Application

1. Individuals or Families can apply by visiting the website at www.akronhousing.org, and following the instructions for submitting a Preliminary Application. Individuals who require assistance can contact the Housing Placement staff.
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 Housing Placement Department 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.

Phase Two: Full Application

The Housing Placement Department will notify the family by first class mail or

electronically when it is selected from the preliminary waiting list to complete the Full Application. The notice will inform the family of the following:

1. Date, time and location of the scheduled orientation/interview, including any procedures for rescheduling the orientation/interview.
2. Who is required to attend the orientation/interview.
3. Documents that must be provided at the interview to verify eligibility for a preference, if applicable.
4. Other documents and information that should be brought to the interview.
5. If a notification letter is returned 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 management from making an eligibility determination; therefore, no hearing/meeting will be offered.
6. A reasonable accommodation will be made for persons with a disability. A designee will be allowed to provide some information, but only with written permission of the person with a disability.
7. Applicants are required to inform Housing Placement, 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 Housing Placement Department to update information on their application, or to determine their continued interest in assistance.

VII. TENANT SELECTION AND ASSIGNMENT PLAN

A. Operation of Waiting List

The Housing Placement Department will maintain two separate, site-based waiting lists, one for Phases 1, 4 and EVS and one for Phase 5 (collectively the “Waiting List”). To be placed on the Waiting List, an Applicant Household must file a Pre-Application that is separate from any application for housing at any other public or tax-credit housing in the area.

B. Assignment to Waiting List.

The Waiting List will be divided into several different sections, corresponding to the Program Preferences set forth in this Policy and unit features (i.e., sections for income eligibility and size of unit in the Development, and for the accessible units in the Development). Based on the information provided in any accepted Pre-

Application Form (subject to later verification) the Housing Placement Department will determine to which sections of the Waiting List an Applicant Household should be assigned, as follows:

1. Based on information provided in the Pre-Application Form, the Housing Placement Department will assign a prior resident preference to the Applicant Household, if applicable.
2. Based on the Applicant Household's Annual Income and employment status, as reported on the Pre-Application Form, the Housing Placement Department will assign the household any appropriate income eligibility preference.
3. Based on the Applicant Household's composition and size, ~~and the~~
4. Occupancy Guidelines outlined in this Policy, the Housing Placement Department will assign the Applicant Household to the portion of the Waiting List corresponding to an appropriately sized unit (subject to the provisions of Section V.A, permitting the Applicant Household to make certain elections regarding the Household's placement on the portion of the Waiting List for particular unit sizes).
5. If the Applicant Household has requested an accessible housing unit, the Housing Placement Department will ensure that this accommodation request is noted on the Waiting List corresponding to accessible units.
6. A final determination of whether an Applicant Household may occupy a unit at the Development will be made after verification of the information reported on the Pre-Application, full screening with respect to the Owner's Tenant Selection Criteria, and an interview with the Housing Placement Department, all as part of the Final Eligibility Determination set forth below.

C. Updating the Waiting List

The Waiting List for the Development will be updated approximately annually. The Housing Placement Department will send a letter and a notice requesting confirmation of Applicant Household's intent to remain on the Waiting List to each Applicant Household on the Waiting List (a "Reply Card"). The Reply Card must be returned within thirty (30) days after the date the letter was mailed. If no Reply Card is returned, the Housing Placement Department will place the Pre-Application Form in the inactive file, remove the Applicant Household from the Waiting List; no further notification will be sent as the reply card will indicate that failure to

respond will result in removal from the Waiting List.

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.

D. Removing Applicant Names from the Waiting List

To ensure vacant units are filled in a timely manner, the Housing Placement Department needs a waiting list that is accurate. While each applicant must keep the Housing Placement Department apprised of changes in address, phone number, income or other circumstances, no applicant shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;
2. The applicant requests that his/her name be removed from the waiting list;
3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the Eligibility or Tenant Selection Criteria, as set forth in this policy; or
4. The application is withdrawn because the Management attempted to contact the applicant and was unable to do so. However, if persons fail to respond to Management's attempts to contact them because of verified situations related to

a disability, such persons will be entitled to reasonable accommodation, and Management will reinstate such individuals to their former waiting list positions.

E. Closing the Waiting List

If any portion of the Waiting List is determined to be sufficient, Management may close the list for such units to new applicants.

F. Reopening the Waiting List

When the annual review of projected turnover demonstrates that any section of the Waiting List has insufficient applicants, such portion of the Waiting List will be reopened. Management will post a notice in the Management Office and at the office of AMHA, and publish a notice in area publications in concert with the Affirmative Marketing Plan.

G. Order of Selection and Transfers

1. Transfers

- a. Transfers will be made from one unit to another within the Development (or, where a transfer is necessary and cannot be accommodated by unit sizes within the Development, to another unit in the inventory of AMHA, to the extent permitted by it), subject to all existing Federal, state and local laws, including the civil rights laws set forth in Section II.
- b. A transfer may be necessary or voluntary.
 1. Necessary transfers will have priority over new admissions.
 2. Voluntary transfers are subject to a determination of “good cause” by Management and are only permissible after a Household has occupied a unit at the Development for at least one year.
- c. Households may transfer between Phase 1, Phase 4 and EVS, however Management shall require the Household to sign a new lease with the appropriate Owner and the household must still qualify for the program. Households may transfer to Phase 5 if the household qualifies as an Elderly or Near-Elderly Family.
- d. There will be no lapsed time between move-out and move-in. Effective

dates must not overlap nor will both phases carry the resident on their books at the same time.

- e. 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.
 - 3. After 8 ~~(eight)~~(eight) days, unless permission is received from the Deputy Director or their designee, the unit will be deemed abandoned, and a notice will be posted on the unit. The locks will be changed. The resident will be notified, by mail, to remove any remaining items within seven (7) days, or the items will be discarded. On the eighth day, the items will be discarded. AMHA will charge the families for any damages to the previous unit.

2. Transfer Requirements

To qualify for a transfer, a Household must meet the following conditions:

- a. All members of the Household appear on the Lease;
- b. All members of the Household have completed the annual re-examination and are certified as eligible for continued occupancy; and
- c. The Household is in material compliance with all terms of the Lease.

3. Necessary transfers

It is the policy of AMHA to require or permit resident transfers, within and/or between AMHA developments for the following reasons:

Necessary transfers will be made to:

~~Emergency~~ 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.

Permit the use of a unit with special features by a resident or applicant whose disability requires a unit with such features; Correct over housing or underhousing; Allow the Owner to make major repairs or renovations; Non-compliance with the continued occupancy guidelines as a "Working Family" for all residents that reside in a Public Housing unit. Non-complying Families that reside in a Public Housing unit will be transferred to another unit within AMHA's Public Housing inventory that does not have the "Working Family" requirement for continued occupancy.

If Management determines that it must make a necessary transfer, it will send the Household written notice of the proposed transfer, explaining the reason for the transfer and the Household's rights to a conference with Management, in accordance with the Owner's Grievance Procedure.

A Household may refuse transfer to another unit offered by Management one (1) time for Substantial Cause that is documented and acceptable to Management. If the Household refuses a second offer, Management may terminate the Household's Lease.

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.

4. Voluntary Transfers

- a. Management may authorize a voluntary transfer requested by a Household if it determines that there is Substantial Cause for the transfer.
- b. Households will be asked to document all circumstances surrounding a transfer request, to enable Management to make this determination.
- c. Substantial Cause does not exist where the negligence or intentional acts of a member of the Household has created or contributed to the situation cited by the Household as the reason for the transfer.
- d. Voluntary transfers will not take priority over new admissions. Rather, Management will place the Household on a transfer waiting list, and will fill vacant units in the Development with new admissions and voluntary transfers in accordance with a ratio determined by the Owner. Such ratio shall initially be not more than one (1) voluntary transfer per two (2) new admissions, but may be amended by the Owner as necessary to ensure compliance with civil rights laws and regulations set forth in Section II or to ensure the financial feasibility of the project.
- e. Management will keep a list of all Households approved for transfers, the type of transfer and the date on which it was approved, as well as a list of all available units, in order to advise Households of the status of

their transfers, upon request.

5. Paying for Transfers

Residents shall bear the cost of all voluntary transfers or transfers to correct occupancy standards.

6. New Admissions

If an available unit is not needed for a transfer, as described above, the Housing Placement Department will determine the next eligible Applicant based on the established criteria.

7. Tenant Selection Criteria

In order to live at the Development, each Applicant Household must meet the threshold Eligibility Criteria set forth in this Policy. In addition, all members of the Applicant Household must have a satisfactory history of meeting financial obligations and a satisfactory history of conduct in their previous housing. These requirements are applicable to all Applicant Households, including Prior Residents. To make this determination, the Housing Placement Department will review the Applicant Household's housing history over the last three (3) years, including that of members who were homeowners or were living with parents.

- a. If a review of the Applicant Household's housing history from the past three (3) years reveals a history of any of the conduct listed below, the Housing Placement Department may reject the household's application for occupancy at the Development and remove the household from the Waiting List.

8. Adverse, disruptive, or illegal behavior

- a. Engaging in any behavior that adversely affected the health, safety or welfare of neighbors or other persons residing in the immediate vicinity, or disturbed such persons' rights to quiet enjoyment of their property, interfered with management of the property in which such household member resided, or adversely affected the physical environment or financial stability of such property.

- b. Illegal use (or a pattern of illegal use) of a controlled substance, or abuse (or a pattern of abuse) of alcohol, that may interfere with the health, safety, or right to peaceful enjoyment of the Development by other residents, Management employees, or persons residing in the immediate vicinity of the Development.

9. Failure to comply with resident obligations under a Lease

This would include, without limitation, any circumstance in which the Applicant Household:

- a. Has an unpaid balance owing for rent, damages or other charges, unless previous arrangements for repayment have been made and regular payments are verified as being made and current, or if the Applicant Household was paying excessive rent relative to income and can demonstrate responsible efforts they made to resolve the non-payment problem;
- b. Has been or is a recipient of a public housing subsidy or a resident of a housing unit supported by low-income housing tax credits, and has refused to cooperate fully in all aspects of the annual or interim review processes;
- c. Has a history of permitting person(s) not on the Lease to reside in their apartment without the prior written approval of the landlord;
- d. Has a history of non-payment of rent. For purposes of this Policy, “history of non-payment” means three (3) or more late rent payments in a twelve (12) month period;
- e. Has a history of failing to control guests or minors who are household members, such that they adversely affect the health, safety or welfare of neighbors or other persons residing in the immediate vicinity, or disturb such persons’ rights to quiet enjoyment of their property, interfere with management of the property, or adversely affect the physical environment or financial stability of the property; or Eviction from previous housing for nonpayment of rent or any other Lease violation.

10. Unsanitary or hazardous housekeeping practices

Unsanitary or hazardous housekeeping practices include, but are not limited to, the following:

- a. Creation of a fire hazard through acts such as hoarding of rags, papers or other flammable material;
- b. Significant damage to the premises or any equipment and appliances therein for which a member of the Applicant Household is responsible;
- c. Infestation, foul odors, or improperly disposed of garbage that adversely affects any neighbors; or
- d. Any other serious neglect of the premises.

11. Bad credit and financial standing

~~To determine the applicant's capacity to pay rent on a timely basis, Management may examine the applicant's credit history, including the applicant's rent payment history with AMHA. The applicant will not be responsible for payment of the cost of a credit report. A poor credit history will not necessarily be a basis for rejection of the application. Instead, Management will consider such factors as whether the applicant's credit report and other verification indicates a consistent and repeated history of non-payment of housing related costs, the age, size and number of debts, whether the credit history resulted from disability or illness, or high rent burdens or other factors that indicate the applicant is likely to pay rent in the future.~~

~~If an applicant is denied admission based on a credit report, the written notification of denial will include:~~

- ~~a. A statement that the application was rejected because of the credit report;~~
- ~~b. The name, address and telephone number of the credit reporting agency;~~
- ~~c. A statement that the credit reporting agency did not make the decision to deny the application and is unable to provide the applicant with the reasons for the denial;~~

- ~~d. A statement that the applicant is entitled to obtain a free copy of the credit report from the credit reporting agency within sixty (60) days of the notice;~~
- ~~e. A statement that the applicant has the right to examine the credit report; and~~
- ~~f. A statement that the applicant has the right to dispute the accuracy of the credit report with the credit reporting agency~~
- ~~g. The household will have two (2) weeks after receiving the notice of the cause for rejection to send corrected information directly to Management.~~
- ~~h.a. If an Applicant Household claims that a disqualifying behavior as set forth in this section was the result of a disability or handicap, Management will make reasonable accommodation under the circumstances set forth in Section II of this Policy.~~

12.11. Ability to Pay for Utilities

In addition to the financial information given above, if the utilities are resident-paid, the Applicant Household must submit proof of its ability to establish accounts in its own name for utilities.

H. Verification Procedures/Final Eligibility Determination.

1. Contacting Persons for Final Screening and Interview

When an Applicant Household comes close to the top of the Waiting List, ~~but no sooner than six (6) months prior to an anticipated vacancy in an appropriately sized housing unit,~~ the Housing Placement Department will commence the final screening and interview process according to the following procedure.

- a. Each Applicant Household is responsible for keeping the Housing Placement Department informed of any changes of address and/or telephone number.
- b. If after one documented effort an Applicant Household cannot be reached

the applicant's name will be removed from the Waiting List.

- c. If the Housing Placement Department successfully contacts the Applicant Household and schedules an interview, but the Applicant Household fails to attend, one (1) attempt will be made to contact the household by telephone and/or in writing. If the Applicant Household responds, another appointment will be scheduled.
- d. However, if there is no response within three days, or if the household again fails to attend the interview, the Pre-Application Form will be placed in the inactive file and Applicant Household will be removed from the Waiting List.

2. Verification Process

The following items will be verified to determine qualification for admission the Development (verification documents are described in section IX – Conditions for Continued Occupancy):

- a. Family composition and type (Elderly/Near- Elderly/Disabled/ /non-elderly);
- b. Annual Income;
- c. Assets and Asset Income
- d. Deductions from Income;
- e. Preferences;
- f. Social Security Numbers of all Family Members;
- g. Applicant Screening Information;
- h. Citizenship or eligible immigration status; and
- i. Existing housing subsidy (EIV existing tenant report).

3. Verification Hierarchy

6. Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) and the Income Validation Tool (ITV) (Not available for verifications of new applicants) ***For Public Housing Households only.***
5. Upfront Income Verification (UIV) using non-HUD system
4. Written Third Party Verification Form
3. Written Third Party Verification
2. Oral Third Party Verification
1. Tenant Declaration

Verification of eligible immigration status shall be carried out pursuant to 24 C.F.R. 5.508. U.S. citizens are permitted to certify to their status.

4. Interview

All members of the Applicant Household age eighteen (18) and older must attend at least one interview session. At the interview, the following will occur:

- a. The program requirements and verification procedures will be explained.
- b. All household members age eighteen (18) and older must present a photographic identification card at the interview session. The card will be photocopied and the copy retained in the applicant file.
- c. All household members must provide copies of proof of age (example: birth certificate) and social security cards or an original document issued by a federal or state government agency that contains the name of the individual and the SSN of the individual, along with other identifying information of the individual, self-certification of SSN and at least one third-party document, such as a bank statement, utility or cell phone bill, benefit letter, etc. that contains the name of the individual. When using this method AMHA must document why the social security card was not available.

All household members age eighteen (18) and over will be required

to sign release of information forms for required verification and certification paperwork.

- d. Applicants will be informed of the Development's policies of non-discrimination and that Federal law prohibits discrimination on the basis of race, color, national origin, religion, familial status, disability, or sex.
- e. Applicants will be informed that they must cooperate fully in the application process and submit to the Housing Placement Department, in a timely manner, complete and accurate information requested by the Housing Placement Department (including, without limitation, names, addresses, and telephone numbers of all references and sources for verification, such as banks, landlords, child care providers, health insurance carriers, etc.). Applicants will also be informed that submission of incomplete, false or misleading information will be grounds for denial of the application.
- f. All applicants will be informed that a final decision on their eligibility cannot be made until all verifications are complete.
- g. The rules and regulations may be amended from time to time by Management. Management shall notify each resident at least thirty (30) days prior to modifying the rules and regulations and shall provide each resident an opportunity to present written comments in response to the proposed modifications. Subject to the requirements of 24 C.F.R. 966.3, comments submitted shall be considered by Management before formal adoption of any new Lease form. Upon institution of modified rules and regulations, each resident will be required to sign an addendum to the Lease incorporating such modified rules and regulations.
- h. All Applicant Households will be informed of the Grievance Policy for the Development, which is set forth in Section VII.

5. Screening Process

The Housing Placement Department will ask each Applicant Household to complete a comprehensive, current Application (to supplement the Pre-Application Form), and ask each member of the Applicant Household to

complete such verification forms, consents and authorizations as may be necessary, including, without limitation:

- a. ~~Participant's Consent to the Release of Information (HUD-9886).~~
- b. Authorization for Release of Information/Privacy Act Notice (HUD 9886-A).
- c. Applicant/Tenant Certification(s).
- d. Applicable Income Verification Forms
- e. Applicable Household Allowances Verification Forms
- f. Criminal, Credit and Housing Court History Release Authorization Forms.
- g. Landlord Verification Forms covering the preceding three (3) years.
- h. Authorization for release of information concerning participation in a drug rehabilitation program, if applicable.

In addition, each Applicant Household must provide the following information for all members of the household at the time of the interview:

- a. For Public Housing and LIHTC Units, if any member of the Applicant Household is not a U.S. citizen, evidence of legal immigrant status.
- b. An original birth certificate (or a copy) for each member of the Applicant Household, documentation of legal custody of any children who have been adopted or are under legal guardianship, or evidence that two or more unrelated persons who will reside in the unit will live together in a stable relationship and share resources.

If necessary and requested by Management, reasonable documentation supporting a claim for an accessible or modified unit or other reasonable accommodation.

6. Verification of Information on Application and Declarations

Applications will be processed as follows:

- a. Requests for verification of income, assets, ~~child-care~~childcare expenses, medical expenses, disabilities, and housing reference(s) signed by any member of any Applicant Household will be mailed by Management directly to persons identified by such member as the person or agency to verify the information.
- b. Management may order a credit report and a criminal background check on all adult members of the Applicant Household (which, for purposes of the criminal background check, will include a member under the age of eighteen (18) if such member has been convicted as an adult) and such other reports and background checks as Management deems necessary.

7. Completion of Application Process

- a. All applications will be processed and verified promptly.
- b. Upon completion of the verification process, each Applicant Household will be informed in writing of the Housing Placement Departments determination of whether the household's application for housing at the Development has been accepted.
- c. If the application is accepted, the letter will indicate the approximate date of occupancy insofar as that date can be reasonably determined, in accordance with 24 C.F.R. 960.208(b).
- d. **Rejected Applications**
 - 1. If the application is rejected, the written communication will include the specific reasons for the rejection, and will notify the Applicant Household that it has been removed from the Waiting List.
 - 2. The rejection letter will also inform the Applicant Household of the right (a) to review the information that caused the application to be rejected and, (b) to respond in writing within ~~ten (10) business~~ Fourteen (14) days of Management's delivery of the rejection letter to request an Informal Hearing if such option is available to it under the Grievance Procedure (described below in Section VII.)

3. The rejection letter will also include a notice regarding Applicant Household's right to request a reasonable accommodation, if applicable. If the Applicant Household believes that the rejection is based on a condition (such as unsatisfactory housing history) that is aggravated by a disability or handicap, the Applicant Household may request a reasonable accommodation that would mitigate such condition and enable the household to comply with the terms of a Lease. All such requests will be accepted or rejected as set forth in Section II hereof and in the Reasonable Accommodation Policy.
4. If any rejection is reversed under the Grievance Procedure or based on a reasonable accommodation by the Housing Placement Department, the Applicant Household will be placed back on the Waiting List in the position it would have been had the application been initially accepted.

I. Making Unit Offers to Applicants

1. As soon as a unit becomes available for occupancy, the Housing Placement Department will identify the screened and approved Applicant Household that is highest on the Waiting List for a unit of such size, and will attempt to communicate the offer to the Applicant Household by phone, by letter or electronically. All offers will be documented.
2. The offer will include the following information:
 - a. The monthly rent amount;
 - b. Applicant Households will be required to pay an earnest money deposit at the time of acceptance. The earnest money deposit will be applied to the security deposit for the unit. This deposit may be forfeited if the applicant does not execute a lease for the unit. All Public Housing Units deposit will be \$100.00 and all non-Public Housing units deposit will be \$200.00.
 - c. Applicant Households will be required to pay the first month's rent and a security deposit in the amount of the first month's rent prior to move-in.
 - d. The form of rent and deposit payments; and
 - e. Any other conditions to occupancy, including, without limitation, the requirement that each adult member of the Applicant Household who is

not specifically exempt from the Federal requirement to provide community service or participate in an Economic Self-Sufficiency Plan will be required to execute an agreement to provide such service or participate in such a plan.

3. The Applicant Household must indicate acceptance or rejection of the available unit within twenty-four hours after Management notifies the household of the offer by phone, electronically, or five (5) days after Management mails the offer letter, whichever is shorter.
4. If the Applicant Household rejects a unit for Substantial Cause, its application will be moved to the bottom of all applicable portions of the Waiting List and will lose any previously approved prior resident preference.
5. If an applicant refuses an offer of a unit 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 the development. AMHA will send a letter by first class mail or electronically to the applicant confirming withdrawal from the waiting list.
6. If an Applicant Household accepts the offered unit, Management will schedule a move-in appointment, which all household members age eighteen (18) and older must attend. The procedures to be followed at this appointment are set out in Section VIII below. In addition, all Applicant Households must complete the Housing Readiness Program offered at the Development before their move-in date.

J. Grievance Policy

1. All Units: Informal Settlement

- a. If Management proposes to take any action that would substantially and adversely affect a particular Household (i.e., by eviction, rent increase or forced transfer) or Applicant Household (i.e., by denial of application for housing or denial of selection preference), a Household or Applicant Household that disagrees with such action (a “Complainant”) may contact the Management Office to explain its view or reply to any charges, either orally or in writing, within a reasonable time not to exceed ten (10) business days from the date of Management’s proposed action.
- b. Written grievances must be signed by the Complainant. Each grievance,

whether written or oral, shall specify:

1. The particular grounds upon which it is based;
 2. The action requested; and
 3. The name, address and telephone number of the Complainant.
- c. Management shall respond to such grievances informally and shall make reasonable attempts to settle such grievances without a hearing, including arranging a meeting with the Complainant to discuss the complaint.
- d. Within seven (7) calendar days after the meeting with Complainant, Management shall prepare and deliver to the Complainant a summary (the “Summary”) of such informal attempts at resolution, including the names of the participants, dates of meeting(s), nature of the proposed disposition of the complaint (the “Disposition”) and the specific reasons therefore.

2. Public Housing Units Only: Grievance Hearing

- a. Within fifteen (15) calendar days after Management receives any timely request for a Grievance Hearing from a Household or Applicant Household that occupies or is applying for a Public Housing Unit, a Grievance Hearing will be conducted by an employee of Management who did not participate in the initial decision to take the adverse action or in the Disposition (the “Hearing Officer”).
- b. The Hearing Officer will give the Complainant at least ten (10) business days’ notice of the time and place of the hearing, and the Complainant will have the right to review its file and make copies (at Complainant’s sole expense) prior to the hearing.
- c. The hearing will be private, but the Complainant may bring a legal representative to the hearing, if desired.
- d. If the Complainant fails to appear at the hearing, the Hearing Officer may make a determination that the Complainant has waived its right to the hearing.
- e. Before a hearing is scheduled in any grievance involving the amount of

rent that Management claims is due, the Complainant must pay an escrow deposit to Management equal to the amount of rent Management states is due and payable as of the first of the month preceding the month in which the Household's act or failure to act took place. After the first deposit, the Household must deposit the same amount monthly until the family's complaint is resolved by decision of the Hearing Officer. Provided, that Management must waive the requirement for an escrow deposit where a Household would be entitled to a financial hardship exemption from Minimum Rent requirements under Section X.B of this Policy, or if the amount the Household is required to pay in rent is reduced as a result of a welfare benefits reduction affecting calculation of family income, in accordance with applicable law. Unless Management waives the requirement for an escrow deposit, a Household's failure to make the escrow deposit will terminate the grievance procedure. A Household's failure to pay the escrow deposit does not, however, waive the Household's right to contest in any appropriate judicial proceeding Management's disposition of the grievance.

- f. All grievances shall be personally presented either orally or in writing pursuant to the Informal Settlement process described in Section VII.F.1 above as a condition precedent to a Grievance Hearing, unless: (i) an Expedited Procedure is applicable as provided below, or (ii) the Hearing Officer waives such condition precedent upon a showing by the Complainant of good cause why he or she failed to follow Informal Settlement procedures.
- g. At the hearing, the Complainant may present evidence and arguments in support of the complaint and contradict evidence against the Complainant. The hearing will be informal, and the Hearing Officer may consider any evidence or testimony that is directly related to the facts and issues raised by the complaint or the Disposition.
- h. Within ten (10) business days after the hearing, the Hearing Officer will prepare and deliver to Management and the Complainant a written decision about the complaint, including the reasons therefore. The decision will be binding on the Owner, the Complainant, and Management, except to the extent that it is inconsistent with the Act, HUD regulations, the Annual Contributions Contract governing the Development, State law, or Section 42 of the Code.

- i. All notices to be delivered in connection with this Grievance Procedure will be deemed received upon actual receipt (if delivered in person) or two (2) days after deposit in the U.S. mail, postage paid and return receipt requested.
- j. The procedures for informal meetings and Grievance Hearings shall not apply to any termination of a public housing tenancy based on any violent or drug-related criminal activity on or off the premises of the Development; any other criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents of the Development, neighbors of the Development, the Owner, Management or the employees of the Owner or Management; or any activity resulting in a felony conviction.

3. Selection of Hearing Officer or Panel.

A Grievance Hearing shall be conducted by an impartial person or persons appointed by Management other than the person who made or approved the Management action under review, or a subordinate of such person. Management will have consulted with resident organizations prior to the appointment of such hearing officers.

4. Compliance with Regulations

- a. Management actions taken under the Grievance Procedure will comply with 24 CFR Part 966.55 regarding escrow deposits and any rent that Management claims is due.
- b. All Management actions taken under the Grievance Procedure will comply with 24 CFR Part 966, Subpart B.

H. Tenant Selection and Unit Assignment: Compliance with Civil Rights

The foregoing Tenant Selection and Assignment Plan shall be subject to and shall be implemented in a manner to ensure compliance with the civil rights laws and regulations set forth in Section II.

VIII. MOVE IN AND LEASE SIGNING

A. Unit Assignment.

Units will be assigned by matching an appropriate family from the Waiting List to a unit of the appropriate size and amenities in accordance with Section V of this Policy.

B. General Leasing Policy

All Public Housing Units and Project Based Voucher Units must be occupied pursuant to a Lease that complies with HUD's regulations (See 24 C.F.R. 966.1 *et seq.* and 24 C.F.R. 983.256). All Households must meet all LIHTC requirements.

1. The Lease shall be signed by the Head and Co-Head (if applicable) of Household, all other adult members of the Household, and Management prior to actual admission.
2. If a resident transfers from one unit to another, a new Lease will be executed for the dwelling into which the family moves.
3. If at any time during the life of the Lease, a change in the Household's status results in the need for changing or amending any provision of the Lease, either:
 - a. A new Lease will be executed;
 - b. A Notice of Rent Adjustment will be executed; or
 - c. An appropriate rider will be prepared and made a part of the existing Lease.
4. All copies of such riders or insertions are to be dated and signed by the Head of Household (and Co-Head, if applicable) and by Management.
5. Residents must advise Management if they will be absent from the unit for more than seven (7) days. Residents shall provide a means for Management to contact the resident in an emergency. Failure to advise Management of an extended absence is grounds for termination of the Lease.

C. Review of the Lease and Rules and Regulations

1. Once an Applicant Household is approved for housing, an appointment will be scheduled for the Head (and Co-Head, if any) of Household to review and sign the Lease.

2. At the appointment, Management will review the terms of the Lease, the rules and regulations, the annual income review requirements, and the requirement to either provide community service or participate in an Economic Self- Sufficiency Plan, unless exempt under Federal law (See 24 C.F.R. 960.601(b) or Section IX.E.1 of the Policy), where applicable, with all adult members of the Household.
3. If the Applicant Household is applying for a Public Housing and LIHTC Unit, each adult member of the Household who is not exempt under Federal law will execute an agreement to provide community service or participate in an Economic Self-Sufficiency Plan (designed by Management in cooperation with such member).
4. Each Household will be provided with a move-in packet, which will contain additional information about the community.

D. Payments Required Upon Move In

Prior to receiving apartment keys and taking possession of the new apartment, the Household must pay the prorated first month's rent. All households shall also pay a security deposit in the amount of one (1) month's rent or Total Tenant Payment (TTP). These payments may only be made in the form of a cashier's check or money order.

E. Pre-Occupancy Inspection

1. Prior to move-in, a Management representative will accompany the Head (or Co-Head) of Household to the apartment to complete an inspection and review the operation of any equipment or appliances in the unit. Management and the Head (or Co-Head) of Household will sign and date a Unit Inspection Form that indicates the condition of the unit and states that the Head (or Co- Head) of Household was instructed in the use and care of appliances and systems in the unit. The Head (or Co-Head) of Household will receive a copy of the signed inspection, and the original will be retained in the Household's file.
2. If the Applicant and/or Management identify any maintenance deficiencies that should be corrected, Management will generate a Work Order for the maintenance department. The Work Order number and the date on which it was generated will be recorded on the original copy of the Unit Inspection Form. Maintenance personnel will promptly correct any deficiencies.

F. Additions to the Household and Visitors

1. Only those persons listed on the most recent certification form and Lease shall be permitted to occupy a dwelling unit.
2. Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.
3. Also included, would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the resident needed support, for example, after a medical procedure.
4. All persons listed on the most recent certification form and the Lease must use the dwelling unit as their sole residence.
5. When a resident requests approval to add a new person to the Lease, the Housing Placement Department will conduct pre-admission screening of any proposed new adult member to determine whether Management will grant such approval. Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from Management to add children other than those born to, adopted by or awarded by the court to the family.
6. Examples of situations in which the addition of a family or household member is subject to screening are:
 - a. Resident plans to be married and requests to add the new spouse to the Lease;
 - b. Resident desires to add a new family member to the Lease, employ a Live-In Aide, or take in (a) foster child(ren) over the age for which juvenile justice records are available;
 - c. When a unit is occupied by a Remaining Family Member under age eighteen (18), who is not an emancipated minor, and an adult, not a part of the original household, requests permission to take over as the Head of Household.
7. Residents who fail to notify Management of additions to the Household or who

permit persons to join the Household without undergoing screening are in violation of the Lease. Persons added without Management approval will be considered unauthorized occupants and the entire Household will be subject to eviction.

8. Visitors may be permitted in a dwelling unit so long as they are not on the AMHA Criminal Trespass List and they have no previous history of behavior at the Development that would be a Lease violation.
 - a. The resident may not allow visitors to stay overnight more than sixty (60) total days in a twelve month period.
 - b. The resident may not allow visitors to stay overnight more than fifteen (15) consecutive days in a twelve (12) month period.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. The family must request and receive AMHA approval prior to visitors arriving for any visitor who will be in the unit in excess of fifteen (15) consecutive days or sixty (60) total days in a twelve (12) month period.
 - g. AMHA 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.

- h. 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 one hundred twenty (120) days per year without being considered a member of the household.
 - i. In a joint custody arrangement, children who 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 does not have to run consecutively. If the minor is in the household less than one hundred eighty three (183) 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, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent for deductions and for determination for the occupancy standard.
- 9. Roomers and lodgers shall not be permitted to move in with any family.
- 10. Violation of this provision is ground for termination of the Lease.
- 11. Residents will not be given permission to allow a former resident of the Development who has been evicted to occupy the unit for any period of time. Violation of this requirement is grounds for termination of the Lease.
- 12. Family members over age seventeen (17) or emancipated minors who move from the dwelling unit to establish new households shall be removed from the Lease.
 - a. The resident shall report the move-out within thirty (30) calendar days of its occurrence.
 - b. These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list.
 - c. Medical hardship, or other extenuating circumstances shall be considered by Management in making determinations under this paragraph.

IX. CONDITIONS FOR CONTINUED OCCUPANCY

A. Eligibility for Continued Occupancy

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a Family as defined in Section I of this Policy;
2. Meet all LIHTC student household and income requirements;
3. Are in full compliance with the resident obligations and responsibilities as described in the Lease;
4. Whose family members each have Social Security numbers or have certifications on file indicating they have no Social Security numbers;
5. Who meet HUD standards on citizenship or immigration status;
6. Who are in compliance with the AMHA's eight (8) hour per month community service requirements, if applicable;
7. Continue to meet the Public Housing Income-Limit regulations as outlined below:
 - a. 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;
 1. Terminate the family's tenancy within 6 months of the second income determination or;
 2. Charge the family a monthly rent equal to the greater of:
 - a. The applicable Fair Market Rent (FMR), or
 - b. The amount of monthly subsidy for the unit, including amounts from the operating and capital fund.
 - b. Over-Income Tracking and Notification:
 1. If a family's income has exceeded 120 percent of the area median income (AMI) for a 36-month consecutive period

(the most recent three (3) consecutive annual reviews), the PHA will:

2. Terminate the family's tenancy within 6 months of the third income determination.
3. Once a family's income has been documented to exceed the 120% AMI income limit the family will be notified in writing within 30 days and this will be tracked for a 36- month consecutive period.

If, at the 12 month certification, the family's income continues to exceed the over-income limit, written notification will be provided again to the family within 30 days informing them that their income has exceeded the over-income limit for 12 months. If, at the 24 month certification, the family's income continues to exceed the over-income limit, written notification will be provided again to the family within 30 days informing them that their income has exceeded the over-income limit for 24 months. If the family's income has exceeded the over-income limit for 36 consecutive months, then the family will be notified that they must find other housing within 6 months of the notification to avoid eviction proceedings.

If the family falls below the OI limit at any time during the 36-month consecutive period, then the PHA can return to regular income reexamination periods for the family and the family is entitled to a new 36-month consecutive period.

Changes in income can be submitted during the subsequent 6-month period and will be processed in accordance with AMHA policy, however this does not change AMHA's determination and the resident will still be required to move out of the public housing unit.

B. Working Family

1. This criterion can be satisfied in any of the following ways:
 - a. The Household can certify that the Head of Household or Co-

Head of Household is employed full or part-time (at least 20 hours per week); or

- b. The Head (or Co-Head) of the Household is age 62 or older, or has a verified disability; or
- c. The Head (or Co-Head) of the Household is age 50 or older and is receiving a retirement benefit or is able to show proof of retirement; or
- d. Is the primary caregiver for an individual that is age 62 or older, or who has a verified disability; or
- e. The Household can certify that the Head of Household or Co-Head of Household:
 - 1. Is currently enrolled in, OR has, within one (1) year of the claim date, graduated from or successfully completed a program of post-secondary education, vocational skills training or on-the-job training acceptable to Owner, and is currently engaged in an active search for employment; or
 - 2. Was discharged from military service, within one (1) year prior to the claim date, under honorable conditions (i.e., an honorable or a general discharge) after more than one (1) year of service, and is currently engaged in an active search for employment; or
 - 3. Is unemployed, but is enrolled in the Resident Services Program offered at the Development (the “RS Program”).

C. **Regular Re-Examinations** (For specific requirements, please refer to the AMHA Admissions and Occupancy Plan. B. Annual Reexaminations, page 11-1 to 11-4)

Management shall, no less than annually, re-examine the income and the composition of each Household occupying a Public Housing Unit or an LIHTC Unit at the Development. In connection with this re-examination, each adult member of the Household must complete and sign the required forms and certifications required by Management. Upon request,

Management will provide assistance in completing the application and all accompanying forms.

AMHA will streamline annual reexaminations for all Public Housing elderly and disabled families on fixed incomes in accordance with PIH Notice 2013-4, effective until the notice expires, is amended, superseded, or rescinded.

AMHA will accept a family's declaration of the amount of assets less than \$50,000.00 and the amount of income expected to be received from those assets in accordance with PIH Notice 2013-4, effective until the notice expires, is amended, superseded, or rescinded.

When required, AMHA will verify by third-party sources all information and certifications provided by the Household and, based on the verified information, determine:

- a. Whether the Household remains eligible for a Public Housing Unit. A family will remain eligible only if:
- b. The Household continues to qualify as a Family,
- c. The Household is in compliance with all of its obligations and responsibilities under the Lease,
- d. Each member of the Household has a Social Security number, or provides a certification that no such number has been assigned, and
- e. Each non-exempt adult member of the Household is either:
 1. Contributing eight (8) hours per month of community service (not including political activities) within the community, or
 2. Participating in an Economic Self-Sufficiency Program, and has done so throughout the term of the Household's tenancy, unless specifically exempt under Federal law;
- f. Whether the Household remains eligible under the LIHTC regulations. A family will remain eligible only if:

1. The Household continues to qualify under the LIHTC student eligibility rules;
 2. The Household income does not exceed 140% of the AMI
- g. Whether the Household is in an appropriately sized unit or is currently overhoused or underhoused; and
 - h. The amount of Income-Based Rent the Household should pay, in accordance with Section X of this Policy.

Each Household is required to furnish all information necessary to complete the re-examination. If a Household fails to respond to Management's request for such information within the time specified, Management will deliver a written warning that describes the information needed, the time for delivering it, and the fact that failure to deliver the information and complete the re-examination may result in termination of the Household's Lease. If the Household does not provide all requested information within the time specified in the warning, Management may proceed to terminate the Lease for failure to comply with its material terms.

D. Interim Re-~~Examinations~~Examinations (For specific requirements, please refer to the AMHA Admissions and Occupancy Plan. C. Reporting Interim Changes, page 11-4 to 11-6)

Program participants must report all changes in household composition to the PHA between annual reexaminations in writing. This includes additions due to birth, adoption, court-awarded custody, and placement by an authorized agency (such as foster care or kinship). The family must obtain AMHA approval prior to all other additions to the household. If a participant wishes to re-add a previously identified perpetrator of domestic violence, dating violence, sexual assault, or stalking, the request must be reviewed by AMHA's Senior Legal Counsel or their designee.

1. In between regular re-examinations, Management may need to perform interim re-examinations of a Household occupying a Public Housing unit and any 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 24 months allotted for the EID benefits.

2. Any adult household member reporting less than \$2,000 annually as income, who experiences an increase in income will be required to report, in writing, within 10 calendar days and recertify.
3. The composition of the household changes in any way;
4. A person with income joins the household;
5. A resident's unemployment benefits end and the resident has started another job;
6. 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);
7. Persons return to the PHA unit after being in a nursing home;
8. Rent formulas or procedures are changed by Federal law or regulation;
9. OWF hardship cases approved for 6 months or less will not be included as income.
10. Rent increases (except those due to misrepresentation) require 30 days' notice. 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.
11. Occupants of Public Housing and LIHTC Units are obligated 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.
12. Failure to report any such change may result in a retroactive rent increase, but not a retroactive rent reduction.

E. Verification Procedures

Verification procedures shall be the same as in AMHA's agency wide Admissions and Continued Occupancy Policy, Chapter 7, Verification Procedures, Section A, Methods of Verification and Time Allowed.

F. Effect of Re-Examination

Following any re-examination, regular or interim, of a Household occupying a Public Housing and LIHTC Unit, Management will prepare a Notice of Rent Adjustment/Household Composition as an addendum to the Lease. One copy of the notice will be delivered to the Household and one copy will be kept in the Household's file. If any change of unit size is required, Management will place the Household on a transfer waiting list and move the Household to the next available unit in the appropriate income tier and with the appropriate unit size. No transfer will occur and no rent adjustment will take effect until thirty days (30) after notice of such change has been delivered by Management. Any such notice will also advise the Household of its right to discuss the proposed action with Management and to file a grievance if it does not agree with the determination.

G. Community Service or Self-Sufficiency Requirements: Public Housing Units Only

In compliance with public housing requirements, every Lease for a Public Housing Unit shall provide that each non-exempt adult member of the Household age eighteen (18) or over shall engage in at least eight (8) hours per month of community service or self-sufficiency activity approved by the Owner.

1. Any member of the Household shall be exempt from the community service and self-sufficiency requirements if he or she:
 - a. Is under the age of eighteen (18) or is age sixty-two (62) or more;
 - b. Is a blind person or a disabled person as defined by the Social Security Act in 42 U.S.C. §216(i)(1) or §1614 and who certifies that he or she is exempt under 24 C.F.R. 960.601;

- c. Is the primary caretaker of a blind person, or a disabled person as defined by the Social Security Act in 42 U.S.C. §216(i) or §1614;
 - d. Is engaged in work or self-sufficiency activities approved by the Owner;
 - e. Meets the requirements for exemption from participation in work activities under a state program funded under Title IV-A of the Social Security Act or under any other welfare program in Ohio; or
 - f. Is a member of a Household receiving Temporary Assistance for Needy Families or any other welfare assistance in Ohio and has not been found to be out of compliance with the requirements of that program.
2. If the Owner determines that any adult Household member fails to comply with the community service and self-sufficiency requirements, the Owner will notify the resident of such non-compliance and provide an opportunity to cure the non-compliance during the twelve (12) month period following the resident's last annual reexamination.
 3. The Lease will not be terminated if, at the time the resident enters into the written compliance agreement, the Lessor determines that the non-compliant adult Household member is no longer in the household.

X. ELECTION OF PUBLIC HOUSING RENT

A. Election of Public Housing Rents

Public Housing Tenant Rent is the amount a Household pays monthly to the Owner as rent for a Public Housing Unit in the Development. Each Household occupying a Public Housing Unit must elect annually whether its Public Housing Tenant Rent will be calculated as a Flat Rent or an Income-Based Rent, as provided below (and subject to the Minimum Rent requirements provided below):

1. Flat Rent Policy

Flat rents will be determined by the following method per HUD guidelines:

- a. 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;

- b. 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;
- c. 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 in section 3 of HUD notice PIH 2014-12;
- d. 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;
- e. Include a description of flat rent policies in the PHA annual plan or in documents available for a public hearing as applicable;
- f. Update the flat rent policies in the Admissions and Continued Occupancy Policies (ACOP) as necessary;
- g. At all new admissions, permit the family to choose between the flat rent amount and the income-based rent;
- h. 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 Upon issuance of new FMRs by HUD, the PHA must:
 - 1. Determine if the current flat rent is at least 80% of the new FMR;
 - 2. 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;
 - 3. 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.

The Flat Rents for the Public Housing units at Edgewood Village are subject to change by the PHA and are as follows on the date of publishing:

Phases 1, 4 and South	Marian Hall (Phase 5)
2 Bedroom units - \$775.00 or \$765.00_ <u>\$885.00 or \$875.00</u>	1 Bedroom - \$690.00 <u>\$850.00</u>
3 Bedroom units - \$875.00 or \$865.00_ <u>\$1,065.00 or \$1,055.00</u>	2 Bedroom - \$885.00 <u>\$1,050.00</u>
4 Bedroom units - \$975.00 <u>\$1,125.00</u>	

2. Income-Based Rent

Such rent is based on the income of the Household and shall be the greater of:

- a. 30% of Monthly Adjusted Income; or
- b. 10% of Monthly Income; or
- c. If the Household is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the Household's actual housing costs, is specifically designated by such agency to meet those housing costs, the portion of such payments which is so designated.

~~3. Earned Income Exclusion~~

~~For purposes of calculating Income-Based Rent, employment income earned by a member of an "eligible family" will not be included in such family's Annual Income as follows: For a period of 12 months beginning on the date such employment begins, the amount excluded from Annual Income shall equal the amount by which the family member's new earned income exceeds such family member's prior earned income.~~

- ~~a. For the following 12-month period, Management will exclude 50% of such employment income increase from the family's Annual Income.~~

- ~~b. —Months during which Annual Income is adjusted as set forth in this paragraph need not be consecutive, but in no event may such adjustments to an eligible family's Annual Income continue for longer than 24 months from the date of the first adjustment.~~

~~For purposes of this paragraph, an “eligible family” is one who occupies a Public Housing Unit and:~~

- ~~a. —Whose income increases as a result of employment of a family member who was previously unemployed for one year or more; or~~
- ~~b. —Whose earned income increases during a family member's participation in any family self-sufficiency or other job training program; or~~
- ~~c. —Who is or was, within the six months prior to the rent calculation, assisted under any State program for temporary assistance for needy families funded under part A of Title IV of the Social Security Act, and whose earned income increases.~~

4.3. Financial Hardship

Notwithstanding the above, if any Household has elected to pay a Flat Rent, Management shall immediately provide for the family to pay an Income-Based Rent during any period for which such election was made if Management determines that the Household is unable to pay the Flat Rent because of financial hardship resulting from the following situations:

- a. The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance;
- b. The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items; and
- c. Such other situations as Management may determine to be appropriate.

5.4. Minimum Rent

In no event will the Public Housing Tenant Rent payable by the Household be less

than the Minimum Rent set by the Owner, as amended from time to time. If the Public Housing Tenant Rent elected by the Household, when calculated, would be less than the Minimum Rent, then the Household will pay the Minimum Rent.

6.5. Hardship Exemption

Notwithstanding the foregoing, Management will advise all such Households that they have an opportunity to request a hardship exemption from the Minimum Rent requirement and to file a grievance in response to any unfavorable determination.

- a. Upon any such request for a hardship exemption, Management will immediately suspend the Minimum Rent requirement and begin an examination of the Household's circumstances.
- b. A Household will be eligible for a hardship exemption if it is unable to pay the Minimum Rent because:
- c. It has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program, including a Household that includes a member who is an alien 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 Reconciliation Act;
- d. The Household would be evicted as a result of the imposition of the Minimum Rent requirement;
- e. The income of the Household has decreased because of changed circumstance, including loss of employment;
- f. A death in the family has occurred; or
- g. Other situations as may be determined by the Owner.

If, after investigation, Management reasonably determines that either (i) the Household can pay the Minimum Rent without financial hardship, as described above, or (ii) any such financial hardship would be temporary, then the Household must pay the Minimum Rent retroactive to the date the Minimum Rent was suspended.

In the case of a temporary hardship, however, the Household may not be evicted for non-payment of rent during the 90-day period following the exemption request, and Management must offer a reasonable re-payment agreement with respect to any such rent not paid during that period.

If the Household thereafter demonstrates that the financial hardship is of a long-term nature, Management will retroactively exempt the Household from the Minimum Rent beginning on the date of its original request.

B. Utility Allowances

Where all utilities (except telephone) and other essential housing services are supplied by the Owner, Public Housing Tenant Rent shall equal either Income-Based Rent or Flat Rent, as elected by the resident. Where no such utilities or essential housing services are supplied by the Owner and the resident has elected to pay Income-Based Rent, Public Housing Tenant Rent equals the resident's Income-Based Rent less the Utility Allowance.

C. Rent Adjustments

1. Rent will remain in effect for the period between regular re-examinations, UNLESS during such period:
 - a. The Household reports, in writing, a change in circumstances (i.e. a decrease in income or additional or new deductions from income) that would result in decreased Household income for no less than 30 days, and can provide documentation verifying such change;
 - b. The Household reports a change of circumstances (i.e., increases in income or discontinuance of any deductions from income) that would require an increase in rent. Any such change must be reported to Management in writing within ten (10) days of the date the Household begins receiving increased income as a result of the change;
 - c. Rent formulas or procedures are changed by Federal law or regulation, or as a result of the implementation of a Preservation and Transformation Plan, as described in the Regulatory and Operating Agreement between Owner and AMHA; or
 - d. A change in the Household's Utility Allowance would result in an increase

or decrease in Tenant Rent.

2. Management will notify a Household in writing of any proposed adjustment in rent and the effective date of such adjustment.
3. If Management determines (based on documentation provided by the Household) that a change in circumstances justifies a reduction in rent, then the rent decrease will be effective as of the first day of the month following the month in which the Household reported its decreased income.
4. If Management determines that a change in circumstance justifies an increase in rent, then Management will provide the Household at least thirty (30) days advance notice before such rent increase takes effect; provided that:
 - a. If the increase is due to a member of an “eligible family” (described above in Section X.A.3) becoming gainfully employed, the rent increase will be effective on the first day of the 13th month following the date of employment, only as to 50% of such member’s earned income, and on the first day of the 25th month following the date of employment, as to 100% of such member’s earned income; and
 - b. If any Household has misrepresented any material facts such that the Household is paying less rent than it should, then Management will apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
5. Management may evict or terminate the tenancies of families who are over-income, subject to the following restrictions:
 - a. Unless required to do so by local law, Management may not evict or terminate the tenancy of a family solely because the family is over the income limit for public housing if the family has a valid contract for participation in a Family Self-Sufficiency program pursuant to 24 C.F.R. 984.
 - b. Management may not evict a family for being over the income limit for public housing if the family currently receives the earned income disallowance provided by 42 U.S.C. 1437a(d) and 24 C.F.R. 960.255.

XI. 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 phases are 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 acknowledge 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.

XII. 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 may.

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 ~~15~~¹⁰ business days after the PHA requests such certification. If the certification is not received within the ~~15~~¹⁰ business day deadline, assistance may be terminated. The ~~15~~¹⁰ business-day deadline may be extended at the discretion of the PHA.