

# **HOUSING AUTHORITY of HAZARD**

## **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

**“A.C.O.P.”**

**Adopted**

**Revised:  
June 21, 2016**

**Note:**

**This plan (ACOP) also serves as our "Tenant Selection and Assignment Plan (TSAP)" because it meets the requirements for a TSAP and provides the details as to how this Agency processes the selection and assignment of applicants for Public Housing.**

**The ACOP also includes the regulatory "One-Strike" provisions for admission to Public Housing and applicable sections of Title V of H.R. 4194, the Quality Housing and Work Responsibility Act.**

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## SECTION I. INTRODUCTION:

1. **Mission Statement: - Our goal is to provide drug free, decent, safe, and sanitary housing for eligible families, to provide opportunities and promote self-sufficiency and economic independence for residents.**

In order to achieve this mission, we will:

- Recognize residents as our ultimate customer;
  - Improve Housing Authority (hereinafter “HA” or “HAH”) management and service delivery efforts through effective and efficient management of HA staff;
  - Seek problem-solving partnerships with residents, community, and government leadership;
  - Apply HA resources to the effective and efficient management and operation of public housing programs, taking into account changes in Federal funding.
2. **Purpose of Policy: - The purpose of this policy (Admissions and Continued Occupancy Policy) is to establish guidelines for the Housing Authority of Hazard (HAH) staff to follow in determining eligibility for admission to and continued occupancy of Public Housing. The basic guidelines for this policy are governed by requirements of The Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The Policies and Procedures governing Admissions and Continued Occupancy are outlined in this policy and these requirements are binding upon applicants, residents and this Housing Authority alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.**

Federal Regulations shall mean those found in 24 Code of Federal Regulations (CFR) Parts 900

3. **Primary Responsibilities of the Housing Authority:**
  - A. Informing eligible families of the availability of public housing assistance;
  - B. Determining and posting annually the utility allowances;
  - C. Receiving applications from families and determining their eligibility for assistance;
  - D. Inspecting Public Housing units to determine that they meet or exceed Housing Quality Standards;

- E. Approving leases;
  - F. Collecting rent on a monthly basis from tenants;
  - G. Annual re-examinations of income, family composition and re-determination of rent;
  - H. Authorizing and processing evictions;
  - I. Ongoing management, maintenance and modernization of the public housing inventory; and
  - J. Constructing and/or purchasing/leasing real estate as needed to meet the needs of HAH and the community
4. Objectives: - The objectives of this policy are to:
- A. Promote the overall goal of drug free, decent, safe and sanitary housing by:
    - (1) Insuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility.
    - (2) Insuring the fiscal stability of the HAH.
    - (3) Lawfully denying admission or continued occupancy to applicants or tenants whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to HAH employees.
    - (4) Insuring that Elderly families can live in public housing as long as they are able to live independently and/or have someone to help them live independently as in the case of a live-in aid.
  - B. Facilitate the efficient management of the Housing Authority and compliance with Federal Regulations by establishing policies for the efficient and effective management of the HAH inventory and staff.
  - C. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that admission to and continued occupancy in public housing are conducted without regard to race, color, religion, creed, sex, actual or perceived sexual orientation, national origin, disability, marital status or familial status.
5. Outreach - As much information as possible about Public Housing may be disseminated through local media (newspaper, radio, television, etc.). For those who call the Housing Authority Office, the staff may be available to convey essential information.

- The HAH may hold meetings with local social community agencies.
- The HAH may sponsor "Open House" programs within the public housing community to attract potential tenants to view a public housing unit.
- The HAH may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Public Housing. The HAH shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age, or source of income, are less likely to apply for Public Housing.

## **SECTION II. FAIR HOUSING POLICY**

It is the policy of the HAH to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act.

Specifically, the HAH shall not on account of race, color, sex, actual or perceived sexual orientation, religion, creed, national or ethnic origin, familial status, marital status, or disability, deny any family or individual the opportunity to apply for or receive assistance under HUD's Public Housing Programs, within the requirements and regulations of HUD and other regulatory authorities.

To further its commitment to full compliance with applicable Civil Rights laws, the HAH will provide access to information to public housing residents regarding "discrimination". Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicant's/tenants file.

### **1. Complying with Civil Rights Laws**

- A. Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in the way it carries out its programs. It is the policy of the Housing Authority (HAH) to comply with all Civil Rights laws, including but not limited to:
- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;
  - Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination;
  - Executive Order 11063,
  - Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;

- the Age Discrimination Act of 1975, which establishes certain rights of the elderly
  - Title II of the Americans with Disabilities Act of 1990 (ADA) requires that the HAH provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces. However, Title II does not require that individual housing units be accessible to individuals with disabilities; rather, Section 504 and the Fair Housing Act govern access for individuals with disabilities to the HAH's housing units,
  - any applicable State laws or local ordinances, and
  - any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.
- B. The HAH shall not discriminate because of race, color, national origin, sex, actual or perceived sexual orientation, religion, familial status, marital status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, that is part of a development under the HAH's jurisdiction covered by a public housing Annual Contributions Contract with HUD.
- C. HAH shall not, on account of race, color, national origin, sex, actual or perceived sexual orientation, religion, familial status, marital status, or disability:
- (1) Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to his/her needs;
  - (2) Provide anyone housing that is different (of lower quality) from that provided others;
  - (3) Subject anyone to segregation or disparate treatment;
  - (4) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program.
  - (5) Treat anyone differently in determining eligibility or other requirements for admission;
  - (6) Deny anyone access to the same level of services; or
  - (7) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
- D. HAH shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.
- E. HAH will correct situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the HAH's housing program and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988, there are

requirements, optional actions and prohibitions:

- (1) HAH **will**, upon request by an applicant or resident with a disability,
  - make structural modifications to its housing and non-housing facilities and
  - make reasonable accommodations in its procedures or practices**unless** such structural modifications or reasonable accommodations
  - would result in an undue financial and administrative burden on the Authority, or
  - would result in a fundamental alteration in the nature of the program
- (2) In making structural modifications to "Existing housing programs" or in carrying out "Other Alterations" for otherwise qualified persons with disabilities, HAH may, but is not required to:
  - Make each of its existing facilities accessible; or
  - make structural alterations when other methods can be demonstrated to achieve the same effect;
  - Make structural alterations that require the removal or altering of a load-bearing structural member;
  - Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level;
- (3) When the HAH is making "Substantial Alterations" to an existing housing facility HAH may, but is not required to:
  - Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level;
  - Make structural alterations that require the removal or altering of a load-bearing structural member; or
  - Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable also.

**Note that the undue burdens test is not applicable to housing undergoing substantial alteration.**

- F. HAH will not permit these policies to be subverted to do personal or political favors. HAH will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

## 2. Making Programs and Facilities Accessible to People with Disabilities

- A. Facilities and programs used by residents will be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the HAH has such facilities) will be usable by residents with a full range of disabilities. To the extent that the HAH offers such facilities, if none is already accessible, some will be made so, subject to the undue financial and

administrative burden test.

- B. Documents used by applicants and residents will be accessible for those with vision or hearing impairments. Also, all documents will be written simply and clearly to enable
- C. HAH will present examples to help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants and residents, HAH staff will be prepared to explain rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read or understand.
- D. When HAH has initial contact with the applicant, HAH staff will ask whether the applicant requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to: a qualified sign language interpreter provided for and paid for by the HAH; having written materials explained orally by staff either in person or by telephone; provision of written materials in large/bold font; information on audiocassette; permitting applicants to file applications by mail; and, permitting alternative sites for the receipt of applications. In addition, the HAH's obligation to provide alternative forms of communication to persons with disabilities does not preclude an individual's right to have a friend, relative or advocate accompany him/her for purposes of conducting business with the HAH.
- E. Some applicants will not be able to read (or to read English), so intake staff will be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. HAH is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreter for the hearing impaired because the Fair Housing law makes no such requirement).
- F. At a minimum, HAH will prepare information to be used by applicants and residents in plain-language accessible formats.

### **SECTION III. PRIVACY RIGHTS**

Applicants will be required to sign the Federal Privacy Act Statement which states under what conditions HUD will release tenant information.

Requests for information by other parties must be accompanied by a signed release request in order for the HAH to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations.

(Reference HUD Form 9886)

1. Requirement to Release Information

Applicants and participants, including all adults in their households, are required to sign a Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD and HAH will release family information. As specified on the Release, HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to federal agencies for employment suitability purposes and to housing authorities for the purpose of determining housing assistance. HAH is also required to protect the income information it obtains in accordance with any applicable state privacy law. HUD and HAH employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form. Private owners may not request or receive information authorized by this form.

2. Protection of Applicant and Participant Personal Information

HAH's policy is to protect the privacy of applicants and participants. Except when responding to requests from HUD, law enforcement agencies, or governmental investigating agencies, health or building departments or responding to subpoenas and court orders, HAH staff will not disclose HAH whether or not an individual is an applicant or a participant, or reveal any information about a family without their consent. HAH staff shall consider the sensitivity of personal information at all times when communicating with applicants, participants, or their representatives (advocates, translators, or family members). Every effort shall be made to conduct conversations about applicants' and participants' personal information in such a way that third-parties are unlikely to overhear them.

3. HAH Not a Business Associate under HIPAA

The HAH shall not share personal information protected by the Health Information Portability and Accountability Act (HIPAA) with any other party, and therefore is not a Business Associate under the Act. HAH shall not provide verification of medical deductions to other housing authorities as part of the information provided for voucher holders porting out. HAH will not share health-related information with owners or managers of project-based buildings. All health-related information provided by any applicant or participant will be safeguarded and will not be shared with any third party except as required by law enforcement and other regulatory authorities. All requests for information that are not specifically released to a third-party by the individual to whom it relates will be forwarded to the HAH Legal Department for action.

4. Responding to Requests for Records

HAH residents are permitted to view their personal records and request updates, changes, or corrections to the information contained in the records. HAH staff will take reasonable precautions to safeguard the personal information of applicants and participants, without creating barriers that make it more difficult for applicants and participants to communicate with HAH. Individuals who visit HAH in person on their own behalf will be presumed to be who they say

they are if they can provide personal identification. Personal identification will be required of any walk-in visitor who is requesting information relevant to any HAH application or participating household to confirm they are a legitimate concerned party. Individuals must be able to show positive identification of who they are representing themselves to be (participant, landlord, or service provider with release of information on record) before HAH staff will acknowledge status of any program participation or share any information (verbally, electronically, or in written documentation).

- A. Acceptable forms of personal identification include the following:
  - (1) State driver's license;
  - (2) State-issued picture identification;
  - (3) Photo identification bank card with signature on back; and
  - (4) Other photo identification of official entity such as a school or business.

Individuals who call HAH to request status updates will be presumed to be who they say they are if they can provide an address, birth date, and/or Social Security Number that matches the information in HAH's records.

#### 5. Translators and Advocates

HAH staff may assume that translators and advocates, including adult family members, who accompany applicants and participants in person have the applicants' or participants' permission to witness confidential conversations and documents. HAH staff may assume that translators and advocates who telephone on behalf of an applicant or participant and represent that the applicant or participant is there with them at the time of the telephone call, have the applicants' or participants' permission to conduct the conversation. Staff, however, shall exercise caution in conducting such conversations on the telephone, and may request additional personal identifiers from the caller to verify that he or she is in fact present in the room with the applicant or participant, or refrain from disclosing highly sensitive information (e.g., denial based on a criminal record, or response to a request for an accommodation based on the presence of a disability), offering instead to send a letter with the requested information to the applicant or participant directly. HAH staff shall not discuss personal information about an applicant or participant with an advocate or family member when the applicant or participant is not present, without a written, signed and dated request by the applicant or participant giving HAH permission to do so. The written request shall identify the specific persons or agency with whom the personal information may be discussed. HAH staff shall exercise caution in conducting personal conversations on the telephone with advocates, and may take such steps as are reasonably necessary to confirm the identity of the advocate.

#### 6. Domestic Violence

An applicant or participant may request that no information be provided to a current or former spouse or partner, because of domestic violence or harassment related to a domestic conflict (e.g., child custody dispute). In such cases, staff shall note this in the file and computer records, and make every effort not to disclose information about the applicant or participant to any third-party, regardless of the relationship claimed. Staff shall inform applicants and participants who

make such a request that it will not apply to requests from HUD or law enforcement, or other governmental agencies authorized by HAH's General Counsel to secure confidential information about them.

7. Retention of Information Relating to a Disability

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential" or returned to the family member after its use. The personal information in this folder must not be released except on an "as-needed" basis in cases where an accommodation is under consideration.

8. Retention of Criminal Background Checks

The results of criminal background checks shall also be maintained in a separate file in a secure location, marked "confidential." The personal information in this file must not be released except on an "as needed" basis, to defend against an appeal of an HAH determination, to deny admission to the program, or terminate assistance under the policies outlined in this Policy. Criminal check information shall be destroyed one year from the date of an admissions decision based on it.

9. Forwarding Addresses; Information Necessary to Collect Delinquent Accounts

Unless a privacy request is made by the tenant, HAH will provide information on forwarding addresses for current and former participants to police or other governmental authorities, previous landlords, and other public housing authorities, upon request by those parties. Regardless of any privacy request on record, information regarding delinquent residents/participants may be exchanged when it is deemed in the interest of HAH and its collection effort.

10. Requests by Governmental Agencies and Attorneys to View, Copy, or Remove

A. Documents Requests by law enforcement agencies to view, copy or remove documents shall be made to the HAH General Counsel.

B. Public Disclosure Law  
All requests for personally identifiable information about applicants and participants under the Freedom of Information Act or any other public disclosure law shall be referred to the HAH General Counsel.

C. Use of Personal Identifiers (Social Security Numbers)  
HAH is required to collect proof of Social Security Number from all applicants and participants who have been assigned a Social Security Number, except existing program participants as of 3/1/10, who are 62 years of age or older, and had not previously disclosed a valid SSN. HAH uses Social Security Numbers as the primary, unique identifier of applicants and participant records. However, HAH shall take every precaution it reasonably can to prevent disclosure of

applicant or participant Social Security Numbers to third-parties not authorized to have access to them. HAH will not include Social Security Numbers on correspondence mailed to the applicant's or participant's address. HAH will shred all documents containing personal identifiers, including Social Security Numbers, before disposing of them.

D. Including Social Security Numbers on Requests for Verification

HAH shall include Social Security Numbers on requests for verification of income or other household information submitted to governmental agencies and employers, on criminal background checks or credit checks, and on requests for verification of a disability submitted to medical professionals or other professionals authorized by the applicant or participant.

#### **SECTION IV. DEFINITION OF TERMS**

Definitions are amended from time to time and are contained in Section 24 CFR, which are incorporated by reference as if fully set out herein. Copies of this regulation are available in the HA Office.

1. ANNUAL INCOME.

A. Annual income means all amounts, monetary or not, which:

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph (c) of this definition.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

B. Annual income includes, but is not limited to:

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this definition. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(13) of this definition);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);
- (6) *Welfare assistance payments.*
  - (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
    - (A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
    - (B) Are not otherwise excluded under paragraph (c) of this definition.
  - (ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
    - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - (B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

- (7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
- (8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this definition).
- (9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income.

C. Annual income does not include the following:

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this definition);
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in these definitions;
- (6) Subject to paragraph (b)(9) of this definition, the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8)
  - (i) Amounts received under training programs funded by HUD;
  - (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

- (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  - (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the HAH, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the HAH's governing board. No resident may receive more than one such stipend during the same period of time;
  - (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
  - (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
  - (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
  - (12) Adoption assistance payments in excess of \$480 per adopted child;
  - (13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
  - (14) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
  - (15) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
  - (16) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits

under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

- D. ***Annualization of income.*** If it is not feasible to anticipate a level of income over a 12-month period (*e.g.*, seasonal or cyclic income), or the HAH believes that past income is the best available indicator of expected future income, the HAH may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

**Note:**

**If the Total Annual Income less the above allowances result in a rent that is less than the established minimum rent, the resident rent will be established at the HAH established minimum rent.**

2. **ADJUSTED INCOME**- Annual income of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:
- A. ***Mandatory deductions.*** In determining adjusted income, HAH will deduct the following amounts from annual income:
- (1) \$480 for each dependent;
  - (2) \$400 for any elderly family or disabled family;
  - (3) The sum of the following, to the extent the sum exceeds three percent of annual income:
    - (i) Unreimbursed medical expenses of any elderly family or disabled family; and
    - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
  - (4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.
- B. ***Additional deductions.*** HAH may adopt additional deductions from annual income which will be established in a written policy for such deductions.
3. **ADULT** - An adult is a person who is 18 years of age, or a minor under the age of 18 who has been emancipated by a court of law to act on his/her own behalf, including the ability to execute a contract or lease. Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.
4. **ASSISTANCE ANIMALS** - Assistance animals are animals that work, provide

assistance, or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as “service animals,” “assistive animals,” “support animals,” or “therapy animals” – perform many disability-related functions, including but not limited to guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing minimal protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed as a reasonable accommodation by the person with the disability.

5. BREAK-INS - Entering a building or residence unlawfully and without the owner/tenant's permission with the intent to commit a crime which must be reported to the police department and is subject to verification by written police reports furnished by the Tenant(s).
6. CHILD - A member of the family, other than the family head or spouse, who is under 18 years of age.
7. CHILD CARE EXPENSES - Child Care Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to **actively seek employment**, be gainfully employed, or to further his/her education and only to the extent such amounts are not reimbursed. In the case of child care necessary to permit employment, the amount deducted must be verified and reflect reasonable charges and shall not exceed the amount of income received from such employment.

The HAH will verify that an individual is “actively seeking work” by one of the following methods:

- Evidence that the individual is fulfilling welfare-to-work requirements or the requirements for receiving unemployment compensation
- Written or oral third party verification from a local or state government agency that oversees work-related activities
- Reviewing family-supplied documents
- Obtaining a notarized statement from the family member attesting to his or her efforts to find employment

The HAH will not normally determine child care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the children. An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability and/or handicap. The

head of household must document the disability/handicap that prevents the adult from providing child care.

8. CHILD CUSTODY - An applicant/occupant family who does not have full custody of a child/children may only claim a child as a dependent by the following:
  - A. The applicant/occupant must have primary custody of the child.
  - B. The applicant/occupant must provide sufficient evidence that if the applicant were admitted to public housing the child would reside with the applicant. The same child cannot be claimed by more than one applicant (i.e., counted more than once in order to make two (2) singles eligible).
9. CITIZEN - A citizen or national of the United States.
10. CO-HEAD OF HOUSEHOLD- An adult member of the family who is treated the same as a head of the household for purposes of determining income, eligibility, and rent.
11. CURRENTLY ENGAGING IN- With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, *currently engaging in* means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.
12. DENIAL OF TENANCY OR ASSISTANCE - The process of rejecting an applicant's request for either occupancy or assistance because the household does not meet eligibility criteria for the program or the HAH's criteria for suitability for tenancy.
13. DEPENDENT - A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. An unborn child shall not be considered a dependent.
14. DISABLED PERSON - Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment. Major life activities include walking, talking, hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself.

No individual shall be considered to be a person with a disability for purposes of eligibility for low income housing solely on the basis of any drug or alcohol dependency.

It shall be the responsibility of the applicant to furnish a statement from a Federal, State, or local agency certifying such disability under the above standards. The HAH may require periodic re-certification of the disability or other evidence of the disability at any time at its discretion.

15. DISPLACED FAMILY - A person, or family, displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

16. DRUG- A controlled substance as defined in section 102 of the Controlled Substances Act.
17. DRUG RELATED CRIMINAL ACTIVITY- The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
18. ELDERLY FAMILY - A family whose head or spouse or whose sole member is at least sixty-two (62) years of age, and may include two or more elderly, persons living together, or one or more such persons living with another person who is determined to be essential to his or her care and well-being.
19. ELDERLY PERSON - A person who is at least sixty-two (62) years of age.
20. ELIGIBLE NONCITIZEN- A person who has eligible immigration status in one of the following categories:
  - A. A noncitizen lawfully admitted for permanent residence, as defined by section 101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and U.S.C. 1101(a)(15), respectively) [immigrants]. (This category includes a noncitizen admitted under section 210 or 210A of the INA (8 U.S.C. 1160 or 1161) [special agricultural worker], who has been granted lawful temporary resident status);
  - B. A noncitizen who entered the United States before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the United States since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under section 249 of the INA (8 U.S.C. 1259);
  - C. A noncitizen who is lawfully present in the United States pursuant to an admission under section 207 of the INA (8 U.S.C. 1157) [refugee status]; pursuant to the granting of asylum (which has not been terminated) under section 208 of the INA (8 U.S.C. 1158) [asylum status]; or as a result of being granted conditional entry under section 203(a)(7) of the INA (8 U.S.C. 1153(a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;
  - D. A noncitizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5)) [parole status];

- E. A noncitizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation under section 243(h) of the INA (8 U.S.C. 1253(h)) [threat to life or freedom];
- F. A noncitizen lawfully admitted for temporary or permanent residence under section 245A of the INA (8 U.S.C. 1255a) [amnesty granted under INA 245A]; or
- G. A noncitizen who is a lawful resident in the United States and its territories and possessions under section 141 of the Compacts of Free Association between the government of the United States and the Governments of the Marshall Islands, the Federated States of Micronesia and Palau (collectively referred to as “the Freely Associated States” (FAS)) [Section 3(b) of Public Law 106-504].

A nonimmigrant student, while lawfully admitted to the United States, is not eligible.

- 21. EVICTION - The dispossession of the tenant from the leased unit as a result of the termination of tenancy, including a termination prior to the end of a lease term.
- 22. EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS - The documents, which must be submitted to evidence citizenship or eligible immigration status.
- 23. EXTREMELY LOW-INCOME FAMILY - A very low-income family whose annual income does not exceed the higher of:
  - A. The poverty guidelines established by the Department of Health and Human Services applicable to the family of the size involved; or
  - B. Thirty (30) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.
- 24. FAMILIAL STATUS – One or more individuals (who have not attained the age of 18 years) being domiciled with a parent or another person having legal custody of such individual or individuals; or the designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as single persons. Therefore, a single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as a single persons and only entitled to a one bedroom

units. Once the child is born and/or the custody is obtained, the family will qualify for a two bedroom unit and authorized to transfer as outlined in the Transfer Section.

25. FAMILY - The term "family" as used in this policy means:
- A. Two or more persons related by blood, marriage, by operation of law, or that can document a stable relationship. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size); who live regularly together as a single household in the dwelling unit. By definition, a family must contain a competent adult of at least 18 years of age to enter into a contract and capable of functioning as the head of the household. If an individual is 18 and qualifies under the definition, the head of household and the spouse must be parties to the lease. There must be some concept of family living beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy. Some recognized and acceptable basis of family relationship must exist as a condition of eligibility.
  - B. An elderly family;
  - C. A displaced family;
  - D. A disabled family;
  - E. The remaining member of a tenant family; and
  - F. A single person who is not elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

**Note:**

**Housing assistance limitation for single persons. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family may not be provided (for public housing) a housing unit with two or more bedrooms.**

26. FIFTY PERCENT (50%) OF INCOME FOR RENT (If Applicable) - Families that pay 50% or more of their family income for rent including utilities qualify for a preference, in selecting applicants for admission to public housing.
27. FLAT RENT - The flat rent is determined annually, based on the market rental value of a unit as determined by the Housing Authority based on the applicable Fair market Rent (FMR).
28. FOSTER ADULT - A foster adult is usually an adult with a disability who is unrelated to the tenant family and who is unable to live alone.

29. FOSTER CHILDREN - Children that are in the legal guardianship or custody of a State, county, or private adoption or foster care agency, yet are cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency. These children will generally remain in foster care until they are reunited with their parents, or until their parents voluntarily consent to their adoption by another family, or until the court involuntarily terminates or severs the parental right of their biological parents, so that they can become available to be adopted by another family. Therefore, the parental rights of the parents of these children may or may not have been terminated or severed, and the children may or may not be legally available for adoption.

With the prior written consent of the Housing Authority, a foster child may reside on the premises. The factors considered by the Housing Authority in determining whether or not consent is granted may include:

- A. Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
  - B. The Housing Authority's obligation to make reasonable accommodation for disabled persons.
30. FULL-TIME STUDENT - A member of a family (other than the head of household or spouse) who is carrying a subject load which is considered full-time for ~~day~~ students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with diploma or certificate program, as well as an institution offering a college degree. Verification must be supplied by the attended educational institution.
31. GUEST- A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Guests are not permitted to stay more than 2 consecutive nights or 3 nights in any two week period without the express permission of HAH.
32. DISABILITY ASSISTANCE EXPENSE - Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Disabled family member and that are necessary to enable a family member (including the Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
33. HAZARDOUS DUTY PAY - Pay to a family member in the Armed Forces away from home and exposed to hostile fire.
34. HEAD OF HOUSEHOLD - The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.

35. HOMELESS FAMILY - Any individual or family who:
- A. Lacks a fixed, regular, and adequate nighttime residence;
  - B. Has a primary nighttime residence that is:
    - (1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill);
    - (2) An institution that provides a temporary residence for individuals intended to be institutionalized; or
    - (3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
  - C. A homeless family does not include:
    - (1) Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law; or
    - (2) Any individual who is a Single Room Occupant that is not considered substandard housing.
36. HOUSEHOLD - The family and live-in aide, if applicable.
37. INCOME-BASED RENT - Tenant rent that is based on the family's income and the HAH's rent policies for determination of such rents.
38. INCOME EXCLUSIONS - Annual Income does not include such temporary, non-recurring or sporadic income as the following:
- A. Sporadic, temporary, non-recurring income, including gifts.
  - B. Amounts that are specifically received for, or are a reimbursement of, the cost of illness or medical care.
  - C. Lump-sum additions to family assets, such as, but not necessarily limited to, inheritances, insurance payments, including payments under health and accident insurance and workmen's compensation, capital gains, and settlements for personal or property losses.
  - D. The full amount of student financial assistance paid directly to the student or to the educational institution.
  - E. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4636).
  - F. The value of the ~~coupon~~ allotment provided to an eligible household under the Food Stamp Act of 1973 [7 USC 2017(b)]

- G. Payments to volunteers under the Domestic Volunteers Service Act of 1973 [42 USC 5044(g), 5058] (employment through AmeriCorps, Volunteers in Service to America [VISTA], Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions).
- H. Income of a live-in aide (as defined in this policy).
- I. Payments received from the Job Training Partnership Act [29 USC 1552(b)] (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 [29 U.S.C. 2931], e.g., employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs, career intern programs, Americorps).
- J. Hazardous Duty Pay for a family member in the Armed Forces away from home and exposed to hostile fire.
- K. Income from employment of children (including foster children) under the age of eighteen (18).
- L. Payment received for the care of foster children or foster adults (usually persons with disabilities unrelated to the tenant family, who are unable to live alone).
- M. Payments received under the Alaska Native Claims Settlement Act [43 U.S.C. 1626(a)]
- N. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes [25 U.S.C. 459(e)].
- O. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program [42 U.S.C. 8624(f)].
- P. Income derived from the disposition of funds of the Grand River band of Ottawa Indians (Pub.Law 94-540, 90 Stat. 2503-2504).
- Q. The first \$2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408).
- R. Payments received from Programs funded under Title V of The Older Americans Act of 1965 [42 U.S.C. 3056(f)] e.g., Green Thumb, Senior Aides, Older American Community Service Employment Program.

- S. Amounts received under training programs funded by HUD.
- T. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- U. Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
- V. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, including advanced earned income credit payments (26 U.S.C. 32[j]).
- W. *Self-sufficiency incentives.* The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the 24 CFR 960.255 *Self-sufficiency incentives* or any comparable Federal, State, or local law during the exclusion period or another such State or federally funded Welfare-to-Work program. For purposes of this paragraph section, the following definitions apply:

Comparable Federal, State or Local Law means a program providing employment training and supportive services that:

- (1) Are authorized by a federal, state or local law;
- (2) Are funded by federal, state or local government;
- (3) Are operated or administered by a public agency;
- (4) Has as its objective to assist participants in acquiring job skills.

*Baseline income* means the annual income immediately prior to implementation of the disallowance described in this section of a person who is a member of a qualified family.

*Disallowance* means exclusion from annual income.

*Previously unemployed* includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

*Qualified family.* A family residing in public housing:

- (1) Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;
- (2) Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or

- (3) Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the HA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance—provided that the total amount over a six-month period is at least \$500.

*Disallowance of earned income*

- (1) *Initial 12-month exclusion.* During the 12-month period beginning on the date on which a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the HA will exclude from the annual income of a qualified family any increase in the income of the family member as a result of employment over the baseline income of that family member.
- (2) *Phase-in of rent increase.* Upon the expiration of the 12-month period defined in this section and for the subsequent 12-month period, the HA will exclude from the annual income of a qualified family at least 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.
- (3) *Maximum 2-year disallowance.* The disallowance of increased income of an individual family member as provided in paragraph (1) or (2) of this section is limited to a lifetime 24-month period. It applies for a maximum of 12 months for disallowance under paragraph (1) of this section and a maximum of 12 months for disallowance under paragraph (2) of this section, during the 24-month period starting from the initial exclusion under paragraph (1) of this section.
- (4) *Effect of changes on currently participating families.* Families eligible for and participating in the disallowance of earned income under this section prior to May 9, 2016 will continue to be governed by this section in effect as it existed immediately prior to that date.

Also, residents are required to pay the appropriate minimum rent.

- X. A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the HA, on a part-time basis, that enhances the quality of life in public

housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No Resident may receive more than one such stipend during the same period of time.

- Y. Compensation from State or local employment training programs and training of a family member as Resident Management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the HAH.
- Z. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- AA. Earning in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
- BB. Adoption assistance payments in excess of \$480 per adopted child.
- CC. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- DD. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- EE. Amounts paid by a State agency to a family member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
- FF. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu).
- GG. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*, M.D.L. No. 381 (E.D.N.Y.).
- HH. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721).
- II. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q).

- JJ. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433).
- KK. Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637[d]).
- LL. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805).
- MM. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602).
- NN. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
- OO. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC).
- PP. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b)).
- QQ. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. § 1437a(b)(4)).
- RR. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.) and administered by the Office of Native American Programs.
- SS. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291).

- TT. Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4)).
- UU. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a)).
- VV. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (93, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).
39. INFANT - A child under the age of two years.
40. INTERIM RE-DETERMINATION OF RENT - Changes of rent between admissions and reexaminations and the succeeding reexamination.
41. INS - The U. S. Immigration and Naturalization Service.
42. INVOLUNTARY DISPLACEMENT (If Applicable) - Families are considered to be involuntarily displaced if they are required to vacate housing as a result of one of the following situations:
- A. A disaster (fire, flood, earthquake, etc.) that has caused the unit to be inhabitable;
  - B. Federal, State or local government action related to code enforcement, public improvement or development;
  - C. Action by a housing owner—other than a rent increase—which is beyond the applicant's ability to control and occurs despite the applicant having met all previous conditions of occupancy.
- Preference will be given to families who are involuntarily displaced.
43. LEASE - A written agreement between an owner and a family for the leasing of a decent, safe, and sanitary dwelling unit to the family.
44. LEASE TERM - The period of time for which a lease agreement is written.
45. LIVE-IN AIDE - A person who resides with one or more Elderly persons, near Elderly persons, or persons with disabilities and who:
- A. Is determined by the HA to be essential to the care and well-being of the person(s)
  - B. Is not obligated for support of the person(s)
  - C. Would not be living in the unit except to provide the necessary supportive services. The income of a Live-in-aide that meets these requirements is not included as income to the tenant family. **A Live-in Aide must be approved, in**

**advance, by the HAH and meet eligibility requirements for public housing occupancy.**

The HAH may disapprove such a person if s/he has: (1) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) committed drug-related criminal activity or violent criminal activity; or (3) currently owes rent or other amounts to the HAH or to another HA in connection with Section 8 or public housing assistance under the 1937 Act. HAH may not approve an unidentified live-in aide, nor a larger unit than the family qualifies for under the HAH's subsidy standards for an unidentified live-in aide.

46. LOCAL RESIDENT - An eligible family who lives and/or works within the City of Hazard. Local residents will receive residency preference. Use of such residency preference by the HAH will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, gender identity, sexual orientation, religion, disability, or age of any member of an applicant family which would be contrary to 24 CFR §5.105.
47. LOWER INCOME FAMILY - A family whose Annual Income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.
48. MEDICAL EXPENSE - Those necessary medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance or otherwise reimbursed. Medical expenses, in excess of three percent (3%) of Annual Income, are deductible from income by elderly families only.
49. MILITARY SERVICE - Military Service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and the commissioned corps of the United States Public Health Service, and the National Oceanic and Atmospheric Administration who are engaged in active service; reservists ordered to report for military service; persons ordered to report for induction under the Military Selective Service Act; and guardsmen called to active service for more than 30 consecutive days.
50. MINIMUM RENT: Families assisted under the Public Housing program pay a monthly "minimum rent" of not more than \$50.00 per month. The HA has the discretion to establish the "minimum rent" from \$0 up to \$50.00. The minimum rent established by the Housing Authority of Hazard is \$50.00.
51. MINOR - A "minor" is a person under eighteen years of age. (An unborn child may not be counted as a minor.)
52. MIXED FAMILY - A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

53. MIXED POPULATION DEVELOPMENT- A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families.
54. MONTHLY ADJUSTED INCOME - One-twelfth of Adjusted Annual Income.
55. MONTHLY INCOME - One twelfth of Annual Income. For purpose of determining priorities based on an applicant's rent as a percentage of family income, family income is the same as monthly income.
56. NATIONAL - A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.
57. NEAR ELDERLY FAMILY- A family whose head (or co-head), spouse, or "sole member" is at least fifty years of age, but below the age of sixty-two; 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.
58. NET FAMILY ASSETS - Net Family Assets means the net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking and savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, the HAH shall include the value of any business or family assets disposed of by an applicant or Tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Tenant receives important consideration not measurable in dollar terms. For purposes of determining annual income, the term "net family assets" does not include the value of a home currently being purchased with assistance under part 24 CFR 982, subpart M. This exclusion is limited to the first 10 years after the purchase date of the home.
59. NON-CITIZEN - A person who is neither a citizen of nor a national in the United States.

60. PREFERENCES – Established criteria used to determine the order applicants are selected from the waiting list for housing assistance or an assisted housing unit. The Housing Authority of Hazard (HAH) is a public agency of the City of Hazard and has as its primary mission the provision of housing for low and very low income families in the community. Use of such residency preference by the HAH will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, gender identity, sexual preference, religion, disability, or age of any member of an applicant family which would be contrary to 24 CFR §5.105.
61. PREMISES- The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.
62. PUBLIC HOUSING AGENCY (PHA) - Any State, County, Municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development of operation of housing for lower income families.
63. RE-CERTIFICATION - Re-certification is sometimes called reexamination. Program requirements and procedures for performing the yearly verification and recertification of family composition and income. HAH will verify family composition and income in order to recalculate the tenant rent and the assistance payment provided by HUD.
64. RE-EXAMINATION DATE - The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent. The re-examination date for the Housing Authority of Hazard is October 1st.
65. REMAINING MEMBER OF THE RESIDENT FAMILY - The person(s) of legal contract age remaining in the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must occupy the public housing unit to which he claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete forms necessary for housing within ten days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain in the unit.

Any person who claims him or herself as a remaining member shall, in the event that the HA declares him or her ineligible for remaining member status, be entitled to the grievance process upon notice to him or her that he or she is not considered to be a remaining member of the household. This grievance process must be requested in writing within ten days from the date of the departure of the head of household by the person requesting remaining member status. In the interim time between the time of the request for the grievance process and the decision by the hearing officer, all rent which was due pursuant to the lease, shall be deposited into an escrow account with the HA under the same provisions as those relating to tenants requesting a grievance hearing

relating to rent under the grievance process. The HA does not recognize the person as a tenant by giving him or her the opportunity for a grievance hearing. A remaining member shall not be considered to be a tenant until such time as a new lease is executed by the HA and the person granted tenant status after the verification process.

66. SINGLE PERSON - A person who lives alone, or intends to live alone, and who does not qualify as an elderly family, or a displaced person, or as the remaining member of a Tenant family.
67. SPOUSE - A spouse is the legal husband or wife of the head of the household.
68. STANDARD PERMANENT REPLACEMENT HOUSING - Is housing
  - A. That is decent, safe, and sanitary;
  - B. That is adequate for the family size; and
  - C. That the family is occupying pursuant to a lease or occupancy agreement.

**Note:**

Such housing does not include transient facilities, such as motels, hotels, or temporary shelters for victims of domestic violence or homeless families, and in the case of domestic violence, does not include the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence live.

69. SUBSTANDARD HOUSING - A unit is substandard if it:
  - A. Is dilapidated;
  - B. Does not have operable indoor plumbing;
  - C. Does not have a usable flush toilet inside the unit for the exclusive use of a family;
  - D. Does not have a usable bathtub or shower inside the unit for the exclusive use of a family;
  - E. Does not have electricity, or has inadequate or unsafe electrical service;
  - F. Does not have a safe or adequate source of heat;
  - G. Should, but does not, have a kitchen; or
  - H. Has been declared unfit or unsafe for habitation by an agency or unit of government.

A housing unit is dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.

An applicant who is a "homeless family" is living in substandard housing. For purposes of the preceding sentence, a "homeless family" includes any individual or family who:

- (1) Lacks a fixed, regular, and adequate nighttime residence; and
- (2) Has a primary nighttime residence that is:
  - (a) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing programs);
  - (b) An institution that provides a temporary residence for individuals intended to be institutionalized; or
  - (c) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

Single Room Occupancy (SRO) Housing (as defined in § 882.102 of the CFR) is not substandard solely because it does not contain sanitary or food preparation facilities (or both).

70. TEMPORARILY ABSENT FAMILY MEMBERS - Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.
71. TENANT RENT - The amount payable monthly by the Family as rent to the HAH. Where all utilities (gas, water and electricity) are supplied by the HAH, Tenant Rent equals Total Tenant Payment or minimum rent. Where some or all utilities (gas, water and electricity) are not supplied by the HAH and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment or minimum rent less the utility allowance. Telephone and cable television service ~~is~~ are not ~~a utility~~ utilities.

**Note:**

**The monthly rent that is payable by the tenant must be paid in full each month, no partial payments will be accepted, unless specifically approved by the Executive Director or the Board of Commissioners of the Housing Authority of Hazard.**

72. TERMINATION OF TENANCY- Termination of tenancy occurs when a tenant violates specific provisions of the lease agreement, and the HAH notifies the tenant that he/she no longer has the right to occupy the unit as a result of lease violations. The HAH lease agreement has very specific conditions under which tenancy may be terminated and procedures that must be followed during the termination process.
73. TOTAL ANNUAL FAMILY INCOME - Total Annual Family Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of certain other types of income specified in this policy.

Total Annual Family Income **includes**, but is not limited to, the following:

- A. The full amount, before any payroll deduction, of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses);
- B. Net income from the operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining Net Income.) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or other assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends and other net income of any kind from real or personal property. (For this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). All allowance for depreciation is permitted only as authorized in Paragraph B of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has Net Family Assets in excess of \$5,000.00, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;
- D. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefit and other similar types of periodic receipts, including a lump sum ~~payment~~-amount or prospective monthly amounts for the delayed start of a periodic payment; ***(Excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS))***

- E. Payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay, but see Paragraph C in this section.
- F. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that are subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
  - (1) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
  - (2) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the families' welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts, including amounts received from any persons not residing in the dwelling. If the payments actually received are different than the determined amount, rent can be adjusted in accordance with Section VII D of the dwelling lease.
- H. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances for dependents, etc.) received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit (but see "hazardous duty pay")
- I. Any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

**Note:**

**If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.**

Tenants that receive lump-sum payments that are included as income and fall in the categories listed above, (*Excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS)*), must report the income to the Housing Authority as soon as possible but no later than ten (10) calendar days after receipt of the funds and the applicable portion of the payment that is due as back rent is due fourteen (14) days after the HAH notifies the family of the amount due.

**Unreported Income:** If a tenant fails to report income, the tenancy will be terminated under the terms of the HAH's lease. If the act is determined by the HAH to be intentional, the tenant will be obligated to pay the applicable portion of the rent for any and all unreported income. If the unreported income was unintentional by the tenant, the tenant will be billed for the amount due the HAH and the amount will be payable within fourteen (14) days. If the payment cannot be made in one payment, the tenant may request the HAH to approve a repayment schedule. Any repayment agreement must be in writing and signed by the Tenant and a HAH representative.

74. TOTAL TENANT PAYMENT (TTP): The total amount the HUD rent formula requires the tenant to pay toward the gross rent. The TTP for families participating in the Public Housing program must be at least \$50.00, which is the minimum rent established by the HAH.
- A. For the Public Housing Program, the TTP must be the greater of:
- (1) 30 percent of family monthly adjusted income;
  - (2) 10 percent of family monthly income;
  - (3) If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated;
  - (4) \$50.00, which is the minimum rent set by the HAH, or
- B. The flat rent. The resident may elect the flat rent instead of the rent calculated in paragraph "A," above.

It is possible for Public Housing tenants to qualify for a utility reimbursement despite the requirement of a minimum rent. For example, if a Public Housing family's TTP is the minimum rent of \$50 and the HA's utility allowance for the size and type unit the family has selected is \$60, the family would receive a utility reimbursement of \$35 (\$60 less \$25) for tenant purchased utilities.

75. UNAUTHORIZED OCCUPANT- A person who, with the consent of a tenant, is staying in the unit, but is not listed on the lease documents or approved by HAH to dwell in the unit.

76. UNIT TRANSFER - With HAH approval, a tenant moves from one unit to another unit within the same property.
77. UTILITIES - Utilities may include water, electricity, gas, garbage, and sewage services.
78. UTILITY ALLOWANCE - If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Tenant rent, but is the responsibility of the family occupying the unit, then the utility allowance is an amount equal to the estimate made or approved by the HAH or HUD of the monthly cost of a reasonable consumption of utilities for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. If the family pays directly for one or more utilities or services, the amount of the allowance is deducted from the gross rent in determining the contract rent and is included in the gross family contribution.
79. UTILITY REIMBURSEMENT PAYMENT - Utility Reimbursement Payment is the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.
80. VERY LOW-INCOME FAMILY - A lower Income Family means a family whose annual income does not exceed fifty (50%) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.
81. VIOLENT CRIMINAL ACTIVITY - Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.
82. WAGE EARNER - A person in a gainful activity who receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms "Wage Earner" and "Worker" are used interchangeably.
83. WAITING LIST A formal record of applicants for housing assistance and/or assisted housing units that identifies the applicant's name, date and time of application, selection preferences claimed, income category, and the need for an accessible unit. The waiting list may be kept in either a bound journal or a computer program. Whichever method is used to maintain the waiting list, the HAH will document the appropriate selection of applicant names from the list.
84. WELFARE ASSISTANCE - Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

## SECTION V. APPLYING FOR ADMISSION

### 1. Affirmative Marketing

- A. HAH will conduct affirmative marketing, as needed, so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. HAH will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.
- B. Marketing and informational materials will:
  - (1) Comply with Fair Housing Act requirements on wording, logo, size of type, etc.;
  - (2) Describe the housing units, application process, waiting list and preference structure accurately;
  - (3) Use clear and easy to understand terms and more than strictly English-language print media;
  - (4) Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;
  - (5) Make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
  - (6) Be clear about HAH's responsibility to provide reasonable accommodations to people with disabilities.

### 2. The Waiting List

- A. It is the policy of HAH to administer its waiting list as required by HUD's regulations.
- B. Opening and Closing Waiting Lists
  - (1) When the HAH decides to start taking applications, the waiting list may be opened by bedroom size.

The HAH will utilize the following procedures:

The HA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for eligible families.

The Notice must contain the following:

- (i) The HAH will publish the date applications will be accepted and the location where applications can be completed.

If the HA anticipates suspending the taking of applications after a period of time, the date of acceptance and closing of applications must be published.

- (ii) Advise families that applications will be taken at the designated office;
- (iii) Briefly describe the Public Housing program; and
- (iv) To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

- (2) For any unit size or type, if the HAH's waiting list has sufficient applications to fill anticipated vacancies for the coming 12 months, HAH may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling.

- (3) A decision to close the waiting list will consider the number of applications for each size and type of unit, the number of applicants who qualify for a preference, and the ability of HAH to house applicants in twelve to eighteen months. Decisions to close waiting lists, restrict intake, or open waiting lists will be publicly announced.

To reach persons who cannot read the newspapers, the HAH will distribute fact sheets to broadcast media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

- (4) When the waiting list is closed, HAH will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

#### C. Organizing the Waiting List

It is HAH's policy that each applicant shall be assigned his/her appropriate place on a single community-wide waiting list in sequence based upon:

- type and size of unit needed and selected by the family (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
- applicant preference or priority, if any; and
- date and time the application is received.

HAH will maintain its waiting list in the form that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head.

D. Updating the Waiting List

Once each year HAH will update each waiting list sublist by contacting all applicants in writing by first class mail.

If, after two attempts in writing, no response is received, HAH will withdraw the name of an applicant from the waiting list.

At the time of initial intake, HAH will advise families that they must notify the HAH when their circumstances, mailing address or phone numbers change.

E. Change in Preference Status While on the Waiting List

(1) Situations of some families who did not qualify for a local or ranking preference when they applied may change so they are qualified for a preference. The family should contact HAH so their status may be recertified or reverified. Applicants whose preference status changes while they are on the waiting list retain their original date and time of application, or application number, as applicable.

(2) If HAH determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

F. Removing Applicant Names from the Waiting List

To ensure vacant units are filled in a timely manner, HAH needs a waiting list that is accurate. While each applicant must keep HAH 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 applicant selection criteria; or

(4) The application is withdrawn because the HAH attempted to contact the applicant and was unable to do so. In attempting to contact an applicant, the following methods shall be undertaken before an application may be withdrawn:

- The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact HAH either by returning the update postcard or in person, bringing proof of identity;
- When five working days have elapsed from the date when the HAH mails the letter, if there is no response from the applicant, the applicant will be sent the same letter by Certified Mail, return receipt requested;

- If an applicant contacts HAH as required within any of the deadlines stated above, he/she shall be reinstated at the former waiting list position;
- When HAH is unable to contact an applicant by first class mail to schedule a meeting, or interview or to make an offer, HAH shall suspend processing of that application until the applicant is either withdrawn (no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applicants next in sequence will be processed.

Persons who fail to respond to HAH attempts to contact them because of verified situations related to a disability shall be entitled to reasonable accommodation. In such circumstances HAH shall reinstate these individuals to their former waiting list positions.

Families whose applications are withdrawn or rejected must reapply for housing when the waiting list is open. Families whose applications were withdrawn may not reapply for 12 months.

#### G. Administering the Applicant and Transfer Waiting Lists

Applications for admission and transfer will be processed centrally. Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made from the main office. Offers may be made in person, in writing or by phone from the main office.

3. Application Period (Dates): - The application taking closing date may be determined administratively at the same time that the HAH determines to open enrollment. The open enrollment period shall be long enough to allow enough applicants as required by the projected turnover and the number of public housing vacancies.
4. How to Apply: - Families wishing to apply for Public Housing shall complete an application for public housing assistance.

Applications will be accepted at the following location: the main office of the Housing Authority of Hazard, which is located at 100 Campbell Street, Room A in the Perkins Tower building.

Applications are taken to compile a waiting list. Due to the demand for housing in the HA's jurisdiction, the HA may take applications on an "open enrollment" basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the information will be verified by the HAH.

Applications may be made in person at the HA during specified dates and business hours posted at the HA's Office.

The application must be dated, time-stamped, and referred to the HA's office where tenant selection and assignment is processed.

Individuals who have a physical impairment which would prevent them from completing an application in person may call the HAH to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. If the applicant is visually impaired, all notices must be in a format understandable by applicant.

## **SECTION VI. MISSED APPOINTMENTS**

An applicant or tenant who fails to keep an appointment without notifying the HA and without re-scheduling the appointment shall be sent a notice of termination of the process for failure to supply such certification, release of information or documentation as the HA or HUD determines to be necessary (or failure to allow the HA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

- Complete Application
- Bringing in Verification Information
- Briefing prior to Occupancy
- Leasing Signature
- Inspections
- Re-certification
- Interim Adjustment
- Other Appointments or Requirements to Bring in Documentation as Listed in this Plan
- Scheduled Counseling Sessions
- Move-In appointments

Process When Appointment(s) Are Missed: - For most of the functions above, the family may be given two appointments.

If the family does not appear or call to reschedule the appointment(s) required, the HA may begin termination procedures. The applicant or tenant will be given an opportunity for an informal meeting or hearing, as appropriate pursuant to the grievance process.

If the representative of the HA and/or Hearing Officer makes a determination in favor of the applicant/tenant, the HA will comply with decision unless the provisions of Section VI of the Grievance Procedure is applicable to the hearing officers decision.

Letters Mailed to Applicants by the HAH: - If an applicant claims they did not receive a letter mailed by the HA, that requested the applicant to provide information or to attend an interview, the HA will determine whether the letter was returned to the HA. If the letter was not returned to the HA, the applicant will be assumed to have received the letter.

If the letter was returned to the HA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the HAH, in writing, if their address changes during the application process.

## **SECTION VII. MISREPRESENTATION BY THE APPLICANT OR TENANT**

If an applicant or tenant is found to have made willful misrepresentations at any time which resulted in the applicant or tenant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the lease and/or application will be terminated because of the misrepresentation by the applicant/tenant. If such misrepresentation resulted in tenant paying a lower rent than was appropriate, tenant shall be required to pay the difference between the actual payments and the amount which should have been paid. In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the tenant to the proper authorities for possible criminal prosecution.

## **SECTION VIII. ADMISSION ELIGIBILITY AND CRITERIA:**

1. It is HAH's policy to admit only qualified applicants.
2. An applicant is qualified if he or she meets **all** of the following criteria:
  - A. Is a family, as defined in the definitions section of this policy;
  - B. Meets HUD requirements on citizenship or immigration status;
  - C. Has an Annual Income (as defined in the definitions section of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in HAH offices;
  - D. Provides documentation of Social Security numbers for family members age 6 or older, or certifies that they do not have Social Security numbers; and
  - E. Meets the Applicant Selection Criteria in this section of these policies, including completing a HAH-approved pre-occupancy orientation session if requested; and
  - F. Head of Household must be 18 years of age or older or a person that has been relieved of the disability of non-age by court action (sometimes referred to as Majority papers).
3. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented and placed in the applicant's file. Such documentation may include reports of interviews, letters, or

telephone conversations with reliable sources. As a minimum, such reports shall indicate the date, the source of the information, including the name and title of the individual contacted, and a summary of the information received.

Applicants are not automatically determined eligible to receive federal assistance. An applicant will not be placed on a waiting list if the applicant's annual family income exceeds the Low and Very Low Income Limits established by HUD and published in the Federal Register, the applicant will be declared ineligible.

4. If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he/she will be so informed and the reasons stated in writing. The applicant will be granted ten days from the date stated on the ineligible letter to request an informal meeting. The applicant may bring any person he/she wishes to represent them at the informal meeting. The request for an informal meeting may be submitted in writing and/or the request may be verbal. However, the request must be received by the HA within the time frame established by the HA for the meeting.
5. Declaration of Citizenship: The HA may not provide assistance to, nor make financial assistance available to, a person other than a United States citizen, national, or certain categories of eligible non-citizens in HUD's assisted housing programs, including persons who have eligible immigration status.
6. Once an applicant becomes a tenant in the HA's public housing program, the head of household must request permission to add another person to the dwelling lease, if another person wants to also reside in the tenant's dwelling. The person being added must meet all eligibility requirements before the HA will approve any addition to the dwelling lease.

7. The Preference System

- A. An admission preference does not guarantee admission. Preferences establish the order of placement on the waiting list. Every applicant must still meet HAH's Admission Criteria before being offered a unit.
- B. Factors other than preferences that affect the selection of applicants from the waiting list:

Before applying its preference system, HAH will match the characteristics of the available unit to the applicants available on the waiting list. Unit size, accessibility features, or type of project limit the admission of families to households whose characteristics "match" the vacant unit available.

By matching unit and family characteristics, families lower on the waiting list may receive an offer of housing before families with an earlier date and time of application or families with a higher preferences (e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e. having no preference).

Factors other than the preference system that affect applicant selection are described below:

- (1) When selecting a family for a unit with accessible features, HAH will give a preference to families that include persons with disabilities who can benefit from the unit's features. First preference will be given to existing tenant families seeking a transfer and second preference will be given to applicant families.

If no family needing accessible features can be found for a unit with such features, HAH will house a family not needing the unit features, but a non-disabled family in an accessible unit will be required to move so that a family needing the unit features can take advantage of the unit.

- (2) When selecting a family for a unit in housing designated for elderly families, or disabled families, if any, HAH will give a priority to elderly, disabled or near elderly families.
- (3) When selecting a family for a unit in a property that houses elderly and disabled families, as opposed to a general occupancy development that houses non-elderly families as well, HAH will give equal priority to elderly families and disabled families.
- (4) When selecting a single person at a Mixed Population development, elderly, disabled or displaced single persons have priority over other singles. Single applicants who are not elderly, disabled or displaced can only be admitted after all elderly or disabled families or single displaced persons have been offered units.
- (5) Applicants will be grouped as follows:
  - Tier I: Families with incomes between 0% and 30% of area median income (this group must constitute at least 40% of all admissions in any year);
  - Tier II: Families with incomes between 31% and 80% of area median income (the target for this group is 60% of all admissions in any year).

### C. Designated Housing

The preference system will be used to match the characteristics of the family to the type of unit available, including developments with HUD-approved designated populations. The ability to provide preferences for some family types will depend on unit size available.

- (1) Projects designated for the elderly: Elderly families will receive a priority for admission to units or buildings covered by a HUD-approved Designation Plan. When there are insufficient elderly families, near-elderly families will receive a priority for this type of unit. Only elderly and near-elderly can live in designated elderly buildings, and near-elderly can only live there if the designated plan specifies that they can. No other type of family is eligible for admission to a designated elderly building.
- (2) Projects designated for disabled families: Disabled families will receive a priority for admission to units or buildings covered by a HUD-approved

Designation Plan.

- (3) Mixed population Projects: Elderly families, disabled families will receive equal priority for admission to such units and all such will receive offers before single people who are not elderly, disabled or displaced.
- (4) General Occupancy Projects: The priority for elderly and disabled families and displaced persons over single persons does not apply at General Occupancy Properties.

D. Preferences will be granted, subject to the requirements of paragraph 2 and 3 above, to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease), meet the definitions of the preferences described below.

E. Local Preference

The Housing Authority of Hazard (HAH) is a public agency of the City of Hazard and has as its primary mission the provision of housing for low and very low income families in the community. All applications will be classified initially based upon whether the applicant or his/her spouse, if applicable, lives and/or works within the City of Hazard. Preference will be given to local residents under each other preference category set forth below. This residency preference shall not be based on how long an applicant has resided or worked in a residency preference area. Use of such residency preference by the HAH will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, gender identity, sexual preference, religion, disability, or age of any member of an applicant family which would be contrary to 24 CFR §5.105. Applicants who are working or who have been notified that they are hired to work in the local preference area will be treated as residents of the local preference area. The HAH may treat graduates of, or active participants in, education and training programs in the local preference area as residents of the local preference area if the education or training program is designed to prepare individuals for the job market.

After the initial classification for residence or work residence,

- (1) Applicants selected for admission pursuant to approved interlocal programs involving HAH and any other public or quasi-public agency;
- (2) Applicants referred to HAH by public agencies and/or non-profit organizations that cooperate with HAH on programs such as resident supportive services;
- (3) Applicants who are Involuntarily Displaced, including but not limited to Displaced Families and others whose existing housing has been destroyed by fire, flood, or other Act of God or has been condemned as being unsafe for occupancy;

- (4) Applicants who are Homeless or who currently reside in Substandard Housing;
  - (5) Applicants who are victims of Domestic Violence;
  - (6) Applicants who pay fifty (50%) percent or more of their family income for rent.
- F. Upward Mobility Preference: Upward Mobility Preference is an admissions preference granted when:
- (1) A family can verify employment of an adult member:
    - (i) Employment at the time of the offer — To receive this preference the applicant family must have at least one family member, age 18 or older, employed at the time of HAH's offer of housing. Employment at the time of the offer must be for the 90 day period immediately prior to the offer of housing and provide a minimum of 20 hours of work per week for the family member claiming the preference.
    - (ii) Employment periods may be interrupted, but to claim the preference, a family must have an employed family member prior to the actual offer of housing as described above.
    - (iii) A family member that leaves a job will be asked to document the reasons for the termination. Someone who quits work after receiving benefit of the preference (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to HAH and will have their assistance terminated.
    - (iv) The amount earned shall not be a factor in granting this local preference. This local preference shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social security disability, or SSI disability benefits, or any other payments based on the individual's inability to work.
  - (2) A family can verify participation in a job-training program or graduation from such a program. This includes programs of job training, skills training or education accepted or mandated by the Temporary Assistance to Needy Families program. The family must notify HAH if it enters such a program while on the waiting list and provide documentation of participation to HAH. HAH will not grant this preference if the family fails to provide notice. Notice and verification of the preference claim must be received prior to the offer of housing. To claim this preference, applicants must be in good standing with respect to attendance and program rules.

In addition to the other local preferences, which apply to all HAH's developments, HAH

elects to retain the former Federal priority for single persons who are elderly, persons with disabilities, or persons displaced by governmental action over all other single persons when filling vacancies in its Mixed Population buildings.

G. Method of Applying Preferences

To ensure that HAH admits the statutorily required 40% of applicants per year with incomes in Tier I and, at the same time, does not create concentrations of families by income at any of its properties, HAH will rank applicants within both income tiers, in order, as Local Preference, Upward Mobility or no-preference. Four out of every ten applicants admitted will be from Tier I. Within each of the ranking preference categories, offers will be made by oldest application.

- (1) HAH will house applicants from Tiers I and II on the waiting list by selecting first from the Local Preference applicants, then from Upward Mobility applicants within each Tier, and then No- preference applicants within each Tier.
- (2) HAH will also offer units to existing residents on the transfer list. Some types of transfers are processed before new admissions and some types of transfers are processed with new admissions, using a ratio set forth in the Tenant Selection and Assignment Plan (TSAP). Transfers do not count toward the 40% Tier I requirement.
- (3) HAH will not hold units vacant for applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

H. Administration of the Preferences

- (1) Depending on the time an applicant may have to remain on the waiting list, HAH will either verify preferences at the time of application (when the waiting list is short or non- existent) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verifying preferences is one of the earliest steps in processing applicants for admission. Preference verifications shall be no more than 120 days old at the time of certification.
- (2) HAH may use a pre-application to obtain the family's certification that it qualifies for a preference. The family will be advised to notify HAH of any change that may affect their ability to qualify for a preference.
- (3) Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
- (4) Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will be moved into the No- preference category, and to a lower position on the waiting list based on date and time of application.

I. Notice and Opportunity for a Meeting

If an applicant claims but does not qualify for a preference, the applicant can

request a meeting:

- (1) HAH will provide a notice that an applicant does not qualify for a preference containing a brief statement of the reasons for the determination, and that the applicant may meet with HAH's designee to review the determination.
- (2) If the applicant requests the meeting, HAH will designate someone to conduct the meeting. This can be the person who made the initial determination or reviewed the determination of his or her subordinate, or any other person chosen by the HAH. A written summary of this meeting shall be made and retained in the applicant's file.
- (3) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, gender identity, sexual preference or familial status has contributed to the HAH's decision to deny the preference.

## **SECTION IX. APPLICANT SCREENING, VERIFICATION AND DOCUMENTATION**

### Processing Applications for Admission

1. HAH will accept and process applications in accordance with applicable HUD Regulations and HAH's Procedure on Applying for Admission. HAH will assume that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.

### 2. Interviews and Verification Process

As applicants approach the top of the waiting list, they will be contacted and asked to come to the HAH for an interview to complete their applicant file. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

A. The following items will be verified according to HAH's Procedure on Verification, to determine qualification for admission to HAH's housing:

- (1) Family composition and type (Elderly/Disabled/near elderly /non-elderly);
- (2) Annual Income;
- (3) Assets and Asset Income;
- (4) Deductions from Income;
- (5) Preferences;
- (6) Social Security Numbers of all Family Members;
- (7) Applicant Screening Information; and
- (8) Citizenship or eligible immigration status.

- B. Third party written verification is the required form of documentation to substantiate applicant or resident claims. If attempts to obtain third party written verification are unsuccessful, HAH may also use (1) phone verifications with the results recorded in the file, dated, and signed by HAH staff, (2) review of documents, and, if no other form of verification is available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.
- C. Verification of eligible immigration status shall be carried out pursuant to 24 CFR § 5.5. Citizens are permitted to certify to their status.

3. Required Documentation

Families are required to provide Social Security Numbers (SSN) for all family members age 6 and older prior to admission, if they have been issued SSN by the Social Security Administration. If a child under the age of 6 years was added to the applicant household within the 6-month period prior to the household's date of admission, the applicant may become a participant, so long as the documentation required of this section is provided to the HA within 90 calendar days from the date of admission into the program. The HA must grant an extension of one additional 90-day period if the HA determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant. If the applicant family fails to produce the documentation required of this section within the required time period, the HA must terminate the assistance or terminate the tenancy, or both, of a participant and the participant's household, in accordance with the provisions governing the program involved, if the participant does not meet the applicable SSN disclosure, documentation, and verification requirements specified in this section.

All members of the family defined above must either:

- A. Submit SSN documentation; or
- B. Sign a certification if they have not been assigned a SSN. If the individual is under 18, the certification must be executed by his or her parent or guardian. If the participant who has signed a certification form obtains a SSN, it must be disclosed at the next regularly scheduled reexamination, or next rent change.

Verification will be done through the providing of a valid Social Security card issued by the Social Security Administration.

The HA will accept copies of the Social Security card only when it is necessary for the HA to verify by mail the continuing eligibility of participant families.

If an applicant or tenant cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may be required by the HA to provide one or more of the following alternative documents to verify his or her SSN, until a valid Social Security card can be provided;

These documents include:

- Driver's license that displays the SSN.
- Identification card issued by a Federal, State or local agency
- Identification card issued by an employer or trade union
- Identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank statements
- IRS Form 1099 or W-2 Form
- Benefit award letters from government agencies
- Medicaid Cards
- Unemployment benefit letter
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- Verification of Social Security benefits with the Social Security Administration

If the HA verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.

C. Employer Identification Number (EIN).

D. Applicants may not become residents until the documentation is provided and verified. The applicant will retain their position on the waiting list during this period. The applicant will be given a reasonable time, subject to the circumstances, to furnish the documentation before losing their place on the waiting list and the time may be extended, if such circumstances require an extension. The decision will be made by a HA representative and documented, in writing, and placed in the applicant's file.

Additional documentation that may be required in determining eligibility:

- Temporary Assistance to Needy Families (TANF)
- Birth Certificates,
- Drivers License that displays the date of Birth and/or forms from Federal, State, City ,or County agencies that displays the date of Birth.
- Child Care Verification
- Credit References (History)
- Credit Bureau Reports
- Employer's Verification
- Landlord Verification
- Social Security Benefits
- Assets Verification
- Bank Accounts: Checking Accounts - \$500 + Balance

Saving Accounts - \$100+ Balance

- E. Evidence of a stable family relationship:
- Drivers License that displays the same address and last names
  - Marriage Certificate.
  - Federal Tax Forms that indicate that the family filed taxes as a married couple during the last tax reporting period.
  - Other acceptable forms of documentation of marriage would include any document that has been issued by a Federal, State, City or County Government and indicates that the individuals are living as a married couple. Couples that are considered married under common law can provide the same information, as listed above, to document that they are living together as a married couple.
  - The couple also certifies in their application for housing that they are married.
  - The couple can provide checking and/or saving account in both names; current or prior housing leases under both parties; legal documents such as loans, etc. showing both parties as responsible parties to the contract.
- F. Personal References: Personal references (not family) may be used when an applicant cannot produce prior rental history records.
- G. Supplemental Social Security Income (SSI) Benefits
- H. Unemployment Compensation
- I. VA Benefits
- J. Any other reasonable information needed to determine eligibility may be requested by the HA, which may include police reports.
- K. Separation means the ending of cohabitation by mutual agreement. - *If an applicant is divorced\* or separated and has children by that spouse, applicant must provide at least one of the verifications listed below:*
- (1) A FINAL divorce decree. \*(Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced)
  - (2) Receiving court-ordered child support from former spouse.
  - (3) Verification that applicant is pursuing child support through Department of Human Resources, Child Support Unit or Circuit Clerks Office.
  - (4) If applicant is receiving personal child support, then applicant can make arrangements to have the child support paid through the court system,

either through the circuit clerk's office, Department of Human Resources, or through a court referee.

- (5) Receiving TANF (Temporary Assistance to Needy Families) through the Department of Human Resources for former spouse's children.
- (6) A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.
- (7) Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
- (8)
  - (i) Written statement from Lawyer that applicant has filed suit for divorce because of physical abuse.
  - (ii) A written statement from an abuse shelter, law enforcement agency, or social service agencies that applicant needs housing due to physical abuse.
- (9) Food stamp verification - If no other documentation is available.

**Note:**

**Pertaining to K (8): Applicant will also be required to sign a statement to the effect that the separated person will not be permitted in the resident's apartment or on the resident's property because of the physical abuse situation.**

Also, the person involved with physical abuse will be banned from all HAH property as long as the applicant lives in assisted housing within the HAH property.

- L. If applicant is divorced\* or separated from a person and has no children by that person, applicant must provide at least one of the verifications listed below:
  - (1) A final divorce decree. \*(Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced)
  - (2) A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.
  - (3) Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.

- (4) (i) Written statement from Lawyer that applicant has filed suit for divorce because of physical abuse.
  - (ii) A written statement from an abuse shelter, law enforcement agencies, social services agencies that applicant needs housing due to physical abuse.
- (5) Food Stamp Verification - If no other documentation is available.

**Note:**

**Pertaining to L (4): Applicant will also be required to sign a statement to the effect that the separated person will not be permitted in the resident's apartment or on the resident's property because of the physical abuse situation.**

Also, the person involved with physical abuse will be banned from all HAH property as long as the applicant lives in assisted housing within the HAH property.

4. Income Verification and Documentation

- A. The HAH will use for income verification purposes the following:
  - Verification of Employment for wage earners;
  - Verification of public assistance for those persons who receive public assistance;
  - Documentation of exceptional medical and/or other expenses (elderly family status);
  - Verifications of assets (savings, stocks, bonds, etc.);
  - Birth Certificates; and
  - Other means or sources of income verification.
- B. Once all of the information is verified the HA shall calculate the monthly rent. Beginning 09/01/2000 the family will be notified of this amount and the amount of the flat rent. The family shall elect, in writing, their choice.

The final estimate of Gross Family Income will be made by the HA on the basis of verified information regarding income. Once the HA has determined that an applicant is eligible, then the process of housing the family begins.

There is no minimum income requirement, but the staff will use good interviewing skills to determine whether there is income not being reported.

Families may not be required to apply for public assistance, but it may be suggested to them. If the family reports zero income, the HA will have the family sign verification forms to verify that no income is being provided. Applicants reporting zero income will be asked to complete a family expense form to

document how much they spend on: food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses.

Families will be required to report any changes in their income status within ten (10) calendar days of the occurrence of employment and/or any other type of income is received. Families with zero income **may** be requested to re-certify more frequently and **will be required** to re-certify semi-annually.

5. HAH's applications for admission public housing shall indicate for each application the date and time of receipt; any information required for statistical reporting; determination by HAH as to eligibility of the applicant; when eligible, the unit size(s) for which eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

6. Screening Applicants for Admission

- A. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, HAH will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

- (1) to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
- (2) to care for and avoid damaging the unit and common areas;
- (3) to use facilities and equipment in a reasonable way;
- (4) to create no health, or safety hazards, and to report maintenance needs;
- (5) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- (6) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
- (7) to comply with necessary and reasonable rules and program requirements of HUD and the HAH.

- B. How HAH will check ability to comply with essential lease requirements:

- (1) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with HAH's Procedure on Applicant Screening, Verification and Documentation. Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the HAH.
- (2) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

- (i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
  - (ii) Adversely affect the physical environment or financial stability of the project;
  - (iii) Violate the terms and conditions of the lease;
  - (iv) Require services from HAH staff that would alter the fundamental nature of HAH's program.
- (3) HAH will conduct a detailed interview of all applicants using an interview checklist as a part of the screening procedures. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification.
  - (4) HAH will complete a credit check and a rental history check on all applicants.
  - (5) Payment of funds owed to HAH or any other housing authority is part of the screening evaluation. HAH will reject an applicant for unpaid balances owed HAH by the applicant for any program that HAH operates.
  - (6) HAH will complete a criminal background check on all adult applicants or any member for whom criminal records are available. Before the HAH rejects an applicant on the basis of criminal history, the HAH must notify the household of the proposed rejection and provide the household member whose criminal history is at issue with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.
  - (7) If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, the HAH shall seek information from a drug abuse treatment facility to determine whether the facility has reasonable cause to believe the household member is currently engaging in illegal drug use.
  - (8) HAH will complete a home visit on all applicants that have passed criminal history screening and have incomplete or questionable landlord references to determine if the applicant's housekeeping would create health or sanitation problems. Staff completing the home visit will consider whether the conditions they observe are the result of the applicant's treatment of the unit or are caused by the unit's overall substandard condition.
  - (9) Housekeeping criteria to be checked shall include, but not be limited to:
    - Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);
    - Cleanliness in each room; and

General care of appliances, fixtures, windows, doors and cabinets.

Other HAH lease compliance criteria will also be checked, such as:

Evidence of destruction of property;

Unauthorized occupants;

Evidence of criminal activity; and

Conditions inconsistent with application information.

All applicants shall have at least two days' advance written notice of Home Visits.

(10) All applicants may be asked to attend and complete HAH's Pre-Occupancy Orientation.

(11) HAH's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant's adult family members:

- Past performance in meeting financial obligations, especially rent and utility bills.
- Record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors.
- History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development.
  - HAH may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection;
  - HAH may, if a statute requires that the HAH prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.
- A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
- An applicant's ability and willingness to comply with the terms of HAH's lease.

(12) The HAH is required to reject the applications of certain

applicants for criminal activity or drug abuse by household members:

- The HAH shall reject the application of any applicant for three years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the HAH may admit the household if the HAH determines that:
    - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the HAH, or
    - The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
  - The HAH is required to reject the application of a household if the HAH determines that:
    - Any household member is currently engaging in illegal use of a drug ; or
    - The HAH has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
    - Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or
    - Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program; or
    - Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (13) An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
- (14) Applicants must be able to demonstrate the ability and willingness to comply with the terms of HAH's lease, either alone or with assistance that they can demonstrate they will have at the time of admission. Availability of assistance is subject to verification by HAH.

C. Screening applicants who claim mitigating circumstances

- (1) If negative information is received about an applicant, HAH shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.
- (2) Mitigating circumstances are facts relating to the applicant's negative rental history or behavior, that, when verified, indicate: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, AND applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- (3) If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, HAH shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. HAH shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.
- (4) Examples of mitigating circumstances might include:
  - (i) Evidence of successful rehabilitation;
  - (ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or
  - (iii) Evidence of successful and sustained modification of previous disqualifying behavior.
- (5) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. HAH will consider such circumstances in light of:
  - (i) the applicant's ability to verify the mitigating circumstances and prospects for improved future behavior;
  - (ii) the applicant's overall performance with respect to all the screening requirements; and
  - (iii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

7. Determination of Qualified and Unqualified Applicants

- A. Verified information will be analyzed and a determination made with respect to:

- (1) Eligibility of the applicant as a family;
  - (2) Eligibility of the applicant with respect to income limits for admission;
  - (3) Eligibility of the applicant with respect to citizenship or eligible immigration status;
  - (4) Unit size required for and selected by the family;
  - (5) Preference category (if any) to which the family is entitled; and
  - (6) Qualification of the applicant with respect to the Selection Criteria.
- B. Qualified families will be notified by HAH of the approximate date of admission insofar as that date can be determined, however the date stated by HAH is an estimate and does not guarantee that applicants can expect to be housed by that date.
  - C. Unqualified applicants will be promptly notified by a Notice of Rejection from HAH, stating the basis for such determination and offering an opportunity for informal hearing. Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process.
  - D. Applicants known to have a disability that are eligible but fail to meet the Selection Criteria, will be offered an opportunity for a second meeting to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

**SECTION X. DENIAL OF ADMISSION**

- 1. The HAH is not required nor obligated to assist families of which any member:
  - A. Owe rent, other amounts, or judgments to any HA or any other federally subsidized housing program, the applicant will be declared ineligible. At the HA's discretion, the applicant may be declared eligible upon payment of debt, with the date and time of application being the time of payment and meeting other criteria.

**Note:**

**Applicants that owe a HA or any other federally subsidized program funds will not be processed for occupancy. The applicant must pay the funds owed prior to the application being processed. After the application is processed the applicant must meet all other conditions for occupancy. Re-paying funds that are due does not necessarily qualify an applicant for occupancy. Such payments will be considered along with other factors in the application process. Any money owed to a HA which has been discharged by bankruptcy shall not be considered in making this determination.**

- B. Have previously been evicted from public housing in the last five years.
- C. Committed acts which would constitute fraud, bribery, or any other corrupt or criminal act in connection with any federally assisted housing program.

- D. Did not provide information required within the time frame specified during the application process and/or if any adult member of the family fails to sign and submit consent forms for obtaining information.
- E. Convicted of drug-related criminal activity or violent criminal activity. The HAH shall prohibit admission to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
- F. Has a history of not meeting financial obligations, especially rent.
- G. Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits which may adversely affect the health, safety or welfare of the other tenants.
- H. Has a history of criminal activity involving crimes of physical violence to persons or property and other criminal activity which may adversely affect the health, safety or welfare of other tenants.
- I. During the interview process the applicant demonstrates hostile behavior that indicates that the prospective applicant may be a threat to our public housing residents.
- J. The applicant family must have properly completed all application requirements, including verifications. Intentional misrepresentation of income, family composition or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.
- K. The applicant and all adults must sign a release allowing the HA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. If the HA uses the information to deny or terminate assistance the HA must provide a copy of the information used in accordance with Criminal Records Management Policy.
- L. If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of his lease, the applicant may be declared ineligible.
- M. If the HA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HA may waive this requirement if:
  - (1) The person demonstrates to the HA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

- (2) has successfully completed a supervised drug or alcohol rehabilitation program;
  - (3) has otherwise been rehabilitated successfully; or
  - (4) is participating in a supervised drug or alcohol rehabilitation program.
- N. If any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

**Note:**

**The above list is not intended to be all inclusive. Applicants may be denied admission if the HA has reason to believe that the conduct of the applicant has been such that is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial stability of the project if the applicant were admitted to the project.**

2. Before HA denies admission to the public housing program on the basis of a criminal record, HA will notify the household, in writing, of the proposed action to be based on the information and must provide the subject of the record and the applicant with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.
3. As a general rule applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:
  - A. Denied admission for one (1) year for the following:
    - Past rental record
    - Bad rent paying habits
    - Bad housekeeping habits, in and outside the unit
    - Damages
    - Disturbances
    - Live-ins
    - Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.
  - B. Denied admission for three (3) years for the following:
    - Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction.
    - The HA can waive this requirement if: the person demonstrates to the HA's satisfaction successful completion of a rehabilitation program

approved by the HA, or the circumstances leading to the eviction no longer exist.

- C. Denied admission for five (5) years for the following:
- Fraud (giving false information on the application is considered fraud).
  - An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period.
  - Drug use without evidence of rehabilitation.
- D. Denied admission for ten (10) years due to conviction for Drug Trafficking.
- E. Denied admission for life to any household that includes any individual subject to a lifetime registration requirement under a state sex offender registration program.
- F. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premise of any public housing project. Premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

**Note:**

**As noted above these time frames are only guidelines and the HAH may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other tenants or may admit persons who exhibit evidence of rehabilitation.**

## **SECTION XI. INFORMAL HEARINGS FOR REJECTED APPLICANTS**

If the HA determines that an applicant does not meet the criteria for receiving housing, the HA will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with the HA's designee to review it. If requested within ten (10) days, the meeting must be conducted by a person or persons designated by the HAH. The person designated by the HA to conduct the informal hearing shall be an impartial person appointed by the HA other than a person who made the approval of the HA's action under review or a subordinate of such person. The procedures specified in this section must be carried out in accordance with HUD's requirements. The applicant may exercise other rights if the applicant believes that he or she has been discriminated against on the basis of race, color, religion, sex, handicap, familial status and national origin.

### **Note:**

The HAH grievance procedure applies only to residents. It does NOT apply to applicants.

## **SECTION XII. UNIT OFFERS**

### **1. Making Unit Offers to Applicants**

- A. To assure equal opportunity and nondiscrimination on grounds of race, color, sex, sexual orientation, gender identity, religion, national origin, disability or familial status, unit offers will be made as follows:
  - The first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type.
  - The applicant must accept the vacancy offered or be dropped from the waiting list.
  - Applicants who are removed from the waiting list because they refuse unit offers without good cause may not reapply for housing for 12 months.
- B. HAH will first match the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any designated housing (if applicable). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application or lower application number will receive the earliest offer.
- C. In the selection of a family for a unit with accessible features, HAH will give preference to families that include a person with disabilities who can benefit from the unit features.
- D. Local and ranking preferences will be a factor in most admissions, although there may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when the HAH will make an offer to an applicant who does not qualify for a ranking preference. Certain types of transfers will also be processed with new admissions.
- E. The applicant must accept the vacancy offered within 5 working days of the date

the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities) or be removed from the waiting list. All offers made over the phone will be confirmed by letter. If unable to contact an applicant by phone or first class mail, HAH will send a certified letter, return receipt requested.

- F. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean. If two units are ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.

## 2. Good Cause for Applicant Refusal of Unit Offer

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, sexual orientation, gender identity, religion or national origin, the applicant will not be dropped to the bottom of the list.

A. Examples of "good cause" for refusal of an offer of housing are:

- The unit is not ready for move-in at the time of the offer of housing. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that is ready for move-in;
- Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
- The family demonstrates that accepting the offer will place a family member's life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
- The unit has lead paint and the family has children under the age of seven;
- The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 day notice to move;
- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; or

- B. If good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list.
  - C. HAH will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.
3. Leasing Accessible Units
- A. Before offering a vacant accessible unit to a non-disabled applicant, HAH will offer such units:
    - First, to a current public housing resident having a disability that requires the special features of the vacant unit.
    - Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
  - B. When offering an accessible/adaptable unit to a non-disabled applicant, HAH will require the applicant to agree to move to an available non-accessible unit within 30 days when a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant.

### **SECTION XIII. ORIENTATION OF FAMILIES**

1. Briefing: Purpose of the Briefing: - The purpose of the briefing is to cover occupancy requirements for the tenant. The briefing is conducted as follows:
- A. Once the HA determines that an applicant is eligible and the applicant's name reaches the top of the waiting list, the HA shall offer an apartment to the applicant. The applicant shall be given an opportunity to view the apartment prior to the signing of the lease and other documents required before occupancy. After the offer is made and after this viewing, and when the offer is accepted, a HA representative will schedule an appointment with the prospective tenant, for orientation.
  - B. The applicable deposit, unearned rent and other charges, (if applicable), will be collected, as soon as possible after the briefing is scheduled, and before the briefing is held.
  - C. At the briefing, the Lease and Grievance Procedure is explained in detail to the applicant and/or applicants (there can be more than one family at the briefing.)
  - D. The signing of all required occupancy forms is to be privately handled at the end of each briefing.
    - (1) The required occupancy forms are explained at that time and the dwelling lease is signed by the prospective tenant and a HA representative.

- (2) Appointment for move-in is scheduled at the end of the lease signing at project office.

2. Briefing Attendance Requirement: - All families (head of household) are required to attend the briefing when they are initially accepted for occupancy. No family can be housed if they have not attended a briefing.

Failure to attend a scheduled briefing (without notice to the HA) will result in the family's application being placed in the inactive file and the family may be required to reapply for assistance. Applicants who provide prior notice of an inability to attend a briefing will be scheduled for the next briefing.

Failure of an applicant to keep a scheduled briefing, without good cause, may result in the cancellation of the occupancy process and the applicant required to reapply for assistance.

3. Format of the Briefing: - The applicant is provided a copy of the Dwelling Lease and Grievance Procedure and the provisions of the Lease and Grievance Procedure are explained to the Tenant, and the lease specifies the unit to be occupied, family composition, date of admission, the rent to be charged, utility allowances, (if applicable) excess utilities, and the terms of occupancy. If for any reason the family becomes over or under housed they must be informed that once a unit of the appropriate size is available they must move to the appropriate size unit as outlined in Transfers. Also, if there is a change in family composition that caused the family to be over or under housed the family will be required to move to the appropriate size unit when a unit becomes available. The moving date should be within thirty (30) days of the date of the HA's written notification to the affected family. If the HA has more vacancies than families on the waiting list for the unit size of the family that is over housed, the family may remain in the unit until the next scheduled re-exam. However, families that are under housed should be housed in the appropriate size unit as soon as a unit is made available, but not more than thirty days after notice from the HA.

4. Dwelling Lease Completion:

- A. The responsible member (head of household) of the family notified for admission to the housing communities shall be required to execute a Dwelling Lease prior to admission. One executed copy is to be furnished the tenant and the original executed copy is to be retained in the Tenant file established for the family by the HA. A copy of the Grievance Procedure shall be attached to the Tenant's copy of the Lease.

- B. When a Tenant family transfers to another dwelling, the existing Lease shall be canceled and a new Dwelling Lease executed for the present dwelling.

- C. If at any time during the life of the Dwelling Lease, any other changes in the Tenant's status results in the need to change or amend any provision of the Lease, or if the tenant status changes resulting in a replacement of Part II of the Lease,

this part shall be completed, signed, and a copy given to the Tenant as the replacement for Part II.

- D. A duplicate form of acknowledgment and understanding which lists all items of which the tenant has been informed shall be signed by the tenant and the HA representative. A copy of this form shall be attached to the Tenant's copy of the lease along with copies of items as referred to and a copy maintained in the tenant's file.

#### **SECTION XIV. LEASING POLICIES**

##### **1. General Leasing Policy**

- A. All units must be occupied pursuant to a lease that complies with HUD's regulations.
- B. The lease shall be signed by the head, spouse, and all other adult members of the household and by the Executive Director or other authorized representative of HAH, prior to actual admission.
- C. If a resident transfers from one HAH unit to another, a new lease will be executed for the dwelling into which the family moves.
- D. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
  - (1) A new lease agreement will be executed, or
  - (2) A Notice of Rent Adjustment will be executed, or
  - (3) An appropriate rider will be prepared and made a part of the existing lease.All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of HAH.
- E. Residents must advise HAH if they will be absent from the unit for more than 7 days. Residents shall notify the manager, secure the unit and provide a means for HAH to contact the resident in an emergency. Failure to advise HAH of an extended absence is grounds for termination of the lease.

##### **2. Showing Units Prior to Leasing**

- A. When offering units, HAH will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will contact the applicant to set up a date to show the unit.
- B. Once the unit is shown and the applicant accepts the unit, the manager will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. The form is then sent to the Occupancy department for a "good cause" determination.

C. No lease will have an effective date before the unit is ready for occupancy.

3. Additions to the Household and Visitors

A. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit.

- 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.
- 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 tenant needed support, for example, after a medical procedure.
- All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

B. When a resident requests approval to add a new person to the lease, HAH will conduct pre-admission screening of any proposed new adult member to determine whether the HAH 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 HAH to add children other than those born to, adopted by or awarded by the court to the family.

C. Examples of situations where the addition of a family or household member is subject to screening are:

- Resident plans to be married and requests to add the new spouse to the lease;
- 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;
- A unit is occupied by a remaining family member(s) under age 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 the household.

D. Residents who fail to notify HAH of additions to the household or who permit persons to join the household without undergoing screening are violating of the lease. Persons added without HAH approval will be considered unauthorized occupants and the entire household will be subject to eviction.

E. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on HAH premises that would be a lease violation.

- Visits of less than three days need not be reported to or approved by the Manager.
- Visits of more than three and less than twenty-one days are permitted, provided they are reported to the Manager within 72 hours and authorized by the manager.

- Visits of more than 21 calendar days shall be authorized only by the Executive Director with advance documentation of extenuating circumstances.
  - Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.
- F. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease.
- G. Residents will not be given permission to allow a former resident of HAH who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.
- H. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease.
- The resident shall report the move-out within 30 calendar days of its occurrence.
  - These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list.
  - Medical hardship, or other extenuating circumstances shall be considered by HAH in making determinations under this paragraph.

## **SECTION XV. ANNUAL INSPECTIONS OF PUBLIC HOUSING UNITS**

The HA has a system in place that documents the inspection of all public housing units. If the inspection results in a work order the repairs are made in accordance to the urgency of need as documented by the inspection sheet. The HA has a system that tracks each inspection. The inspection sheet used by the HA meets or exceeds the requirements of the Section 8 Housing Quality Standards (HQS).

## **SECTION XVI. INSPECTION AND ENTRY OF UNIT PROCEDURES**

The tenant will be given notice as outlined in the Dwelling Lease, **except for emergencies/search warrants**, that the unit will be inspected. The notification will indicate the date and the approximate time of the inspection. If the inspection indicates that the tenant has poor housekeeping habits that need to be improved upon, the inspector will file a report and the Assistant Director will schedule a meeting with the tenant to counsel the tenant on their poor housekeeping habits. A follow-up inspection will be conducted by the Assistant Director within 30-days of the counseling session and if the problem continues to exist the Assistant Director may take whatever action that is necessary to correct the situation. If the tenant fails to improve, the provisions of the dwelling lease can be enforced and the tenant evicted. However, the Assistant Director should take steps to help the tenant improve before starting the eviction process.

If the inspection indicates that the tenant has created damage that is beyond normal wear and tear, the damaged items will be replaced and the tenant billed for the damages, as posted. If the damage is severe, a report will be provided to the Assistant Director and he will take appropriate action with the tenant.

HA staff and/or agents of the HA have authority to enter any unit if it is suspected that an "Emergency" situation exists. If for any reason a unit is entered by authorized HA personnel the tenant will be provided with the reason for the entry, by leaving a written notice of the time, date and reason for the entry.

HA staff and/or agents of the HA, at the direction of the Police will open the door to a unit when law-enforcement officials present a lawfully executed search warrant (plus, provide a copy of the search warrant to HA staff) for a dwelling unit managed by the HA. HA staff and/or its agents will write down the name(s) of the Police Officers and keep the copy of the search warrant. These documents will be filed in the residents file folder. HA staff will not enter the unit. This action will prevent the law enforcement officers from having to break down the door and causing damages to the unit.

## **SECTION XVII. TYPES OF INSPECTIONS:**

An authorized representative of the HAH, the tenant and/or adult family member, shall be obligated to inspect the premises prior to commencement of occupancy. A written statement of condition of the premises and all equipment will be provided, and shall be signed by both parties with a copy retained in tenant's file. The HA representative shall inspect the premises at the time the tenant vacates and furnish a statement of any charges to be made provided the tenant turns in the proper notice under state law and requests the proper inspection. The tenant shall be provided an opportunity to participate in a move out inspection, unless tenant vacates without notice. The tenant's security deposit can be used to offset against any tenant damages to the unit. Following any type of inspection, tenant will be notified of any damage or defect found in the unit, if any.

1. Move-in Inspections: - Performed with the resident at move-in and inspection documented by HA on inspection form and signed by the tenant. This inspection documents the condition of the unit at move-in.

### **Note:**

**Any adult member of the household is allowed to sign the inspection form for the Head of Household.**

2. Move-out Inspections: - Performed with tenant, if possible, and documented by HA on inspection form and signed by the tenant, if present. This inspection determines if the tenant is responsible for any damages and owes the HA funds. Any deposit will be used to offset the funds due the HA.
3. Annual Inspections: - The HA inspects 100% of its units annually using standards that meet or exceed Housing Quality Standard (HQS) Inspections.

4. Preventive Maintenance (PM) Inspections: - PM inspections are performed by HA staff on a regular basis and the residents are given at least two days notice prior to the inspection.
5. Project Inspections: - A HAH representative may perform random home visits to see if the resident is keeping the unit in a decent, safe and sanitary condition, or if a complaint is received regarding the unit or tenant. This visit can also be used as an opportunity to get to know the tenant and see if they have any specific needs that we can help them with and/or refer them to a service agency. The tenant will be given at least two days notice, prior to the inspection.
6. Special Inspections: - Representatives from the U. S. Department of Housing and Urban Development and/or other Government Officials visit the HA to monitor operations and as part of the monitoring they will inspect a sampling of the public housing inventory. The affected tenants will be given two days notice.
7. Emergency Inspections: - If any employee and/or agent of the HA has reason to believe that an emergency exists within the public housing unit, the unit can be entered **without** notice. The person(s) that enters the unit must leave a written notice to the tenant that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

## **SECTION XVIII. DETERMINATION OF RENT, RE-EXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES**

1. Determination of Rent: Rent as fixed at admission or annual re-examination will remain in effect for the period between regular rent determinations unless the following changes in family circumstances occur. Also, tenant agrees to report, in writing, and provide certification following any change in annual income within ten (10) calendar days of the occurrence.
  - A. Loss or addition of family composition of any family member through birth, death, divorce, removal of other continuing circumstances and the amount, if any, of family member's income;
  - B. Employment, unemployment, or changes in employment of a permanent nature of the family head, spouse, or other wage earner that is 18 years of age; or
  - C. To correct errors made at admission or re-examination, which shall be retroactive to the date of error.
  - D. Temporary employment/unemployment or increases and decreases in wages "**for any reason**" of less than 30 days will not constitute a rent adjustment.

- E. The HA must lower the rent for a family whose income is reduced because of the expiration of a welfare-initiated time limit. This must be reported by the Tenant within ten days from the time of the change of income in accordance with the Dwelling Lease. Provided, however, that if the family's welfare benefits are reduced of a fraudulent act on the part of a family member, the HA is prohibited from reducing the family's rent contribution to reflect the lower benefits income.

2. Eligibility for Continued Occupancy

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

- A. Qualify as a family as defined in the definitions of this policy.
- B. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
- C. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
- D. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.
- E. Who are in compliance with the HAH's 8 hour per month community service requirements or are exempt.

3. Remaining Family Members and Prior Debt

- A. Remaining family members age 18 years or older will be held responsible for arrearages incurred by the former head or spouse. HAH will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18.
- B. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

4. Annual Re-examination:

- A. Once each year, or as required by this HA, each family will be required to furnish information in Section VII (C) of the Dwelling Lease. Verifications acceptable to the HA shall be obtained and determinations made. In the event of failure or refusal of Tenant to report the necessary information, the HA may terminate the Lease. This reexamination shall be done during the month of August each year at an assigned appointment time.

- (1) The HA will obtain and document in the family file third party verification of the following factors, or will document in the file why third party verification was not available:

- (i) Reported family annual income;
- (ii) The value of assets;
- (iii) Expenses related to deductions from annual income; and

- (iv) Other factors that affect the determination of adjusted income or income-based rent.
  - (2) For a family with net assets equal to or less than \$5,000, HA may accept, for purposes of recertification of income, a family's declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration.
    - (i) The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income.
    - (ii) HA will obtain third-party verification of all family assets every 3 years.
- B. Records shall be maintained to insure that every Tenant is reexamined within a twelve-month period.
- C. Upon completion of reexamination and verification, Tenant shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following: (A copy of such notification is to be retained in the Tenant's file.)
  - (1) Any change in rent and the date on which it becomes effective.
  - (2) Any change required in the size of dwelling unit occupied.
  - (3) Any instance of misrepresentation or noncompliance with the terms of the Dwelling Lease and the corrective action(s) to be taken.
  - (4) Each year at re-examination, the family will be notified of the income based rent amount and the amount of the flat rent. The family shall elect, in writing, their choice.
- D. In the event of change in tenant circumstances, tenant will be sent a notice to report to the management office at a specified date and time to execute a new Part II of the Lease.
- E. If the HAH determines that the size of the premises is no longer appropriate for Tenant's needs, the tenant may be required to transfer to another units as outlined in the Transfer section of this policy.
- F. Switch from flat rent to income-based rent because of hardship.
  - (1) A family that is paying a flat rent may at any time request a switch to payment of income-based rent (before the next annual option to select the type of rent) if the family is unable to pay flat rent because of financial hardship.
  - (2) If the HA determines that the family is unable to pay the flat rent because of financial hardship, the HA will immediately allow the requested switch to income-based rent. The HA shall make the determination within a reasonable time after the family request.

- (3) The HA will determine that payment of flat rent is a financial hardship if tenant can document the financial hardship includes one of the following situations:
- (i) 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;
  - (ii) The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items; and
  - (iii) Such other situations determined by the HA to be appropriate.

5. Interim Re-determination of Rent: - Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. Tenant is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence:

- A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth or death, must be approved by the HA in advance, and must qualify, the same as an applicant or any prospective new tenant.
- B. Employment, unemployment or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.
- C. The starting, stopping, or an increase or decrease of any benefits or payments received by any member of the family or household from Pension, Retirement funds, Social Security, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources which constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.
- D. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and re-determination of rent.
- E. Errors of omission made at admission or re-examination shall be corrected by the HA. Retroactive payments will be made to the tenant if the error is in the tenant's favor.

- G. A tenant who has had an income reduction or increase after initial occupancy or after annual re-examination must report all changes in income within ten (10) calendar days regardless of the amount or source.

HA will make the interim re-examination within a reasonable time period after it receives the new information from the Tenant. For any family member with a fixed source of income, HA may elect to determine that family member's income by means of a streamlined income determination. A streamlined income determination will be conducted by applying, for each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount.

- A. "Family member with a fixed source of income" is defined as a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:
    - (1) Social Security, Supplemental Security Income, Supplemental Disability Insurance;
    - (2) Federal, state, local, or private pension plans;
    - (3) Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or
    - (4) Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.
  - B. HA will use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount. The HA will verify the appropriate COLA or current rate of interest from a public source or through tenant-provided, third party-generated documentation. If no such verification is available, then the HA will obtain third-party verification of income amounts in order to calculate the change in income for the source.
  - C. For any family member whose income is determined pursuant to a streamlined income determination, HA will obtain third-party verification of all income amounts every 3 years.
6. Notice of Temporary Rent: - On occasions, the HA is required to compute rent based on information that is supplied by the tenant and third party information that has not or will not be provided by the employer. When this situation occurs the HA will compute a temporary rent based on the information available. Once the information is verified the tenant will be notified in writing. If an underpayment was made based on the information provided the tenant will have fourteen (14) days from the date of the HA notification to pay the amount specified. If the tenant has made an overpayment, that amount will be credited to the tenant account. The Head of Household and Spouse (if applicable) and a HA representative signs this Notice of Temporary Rent and it is filed with the dwelling lease and a copy provided to the tenant.
7. The effective dates of Interim Re-determination of rent:

- A. Any decrease in rent resulting from any decreases in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing.
  - B. The tenant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back rent due because of failure on the part of the tenant to report such increase in family income.
  - C. Any interim change in rent will require re-verification of all family income that has not been verified within ninety (90) calendar days of the previous rent determination.
  - D. Tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
  - E. Employment, unemployment or changes in employment of any nature (example, employed but not working due to illness that is not compensated by the Employer) of the family head, spouse or any other wage earner 18 years of age or older.
  - F. If it is found that a tenant has misrepresented or failed to report facts upon which rent is based so that the tenant is paying less than the tenant should be paying, the increase in rent shall be made retroactive to the date the increase would have taken effect. The tenant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the tenant may be subject to civil and criminal penalties. Misrepresentation is a serious lease violation that may result in eviction.
8. Special Re-examinations: - Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:
- A. If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special re-examination shall be scheduled for thirty (30), sixty (60) or ninety (90) days, depending on circumstances. The tenant shall be notified, in writing, of the date of the special re-examination.
  - B. If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special re-examination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.

- C. Rents determined at special re-examinations shall be made effective as noted in this section.

9. Minimum Rent Hardship Exemptions:

- A. The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
  - (1) The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
  - (2) The family would be evicted-because it is unable to pay minimum rent.
  - (3) The income of the family has decreased because of changed circumstance, including loss of employment.
  - (4) A death in the family has occurred which affects the family circumstances.
  - (5) Other circumstances which may be decided by the HA on a case by case basis.

All of the above must be proven by the Resident providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

- B. Hardship Exemption
  - (1) If a family requests a financial hardship exemption (prior to the rent becoming delinquent), the HA will suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption, and continuing until the HA determines whether there is a qualifying financial hardship and whether it is temporary or long term.
  - (2) The HA will promptly determine whether a qualifying hardship exists and whether it is temporary or long term.
  - (3) The HA will not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.
  - (4) If the HA determines that a qualifying financial hardship is temporary, the HA will reinstate the minimum rent from the beginning of the suspension of the minimum rent. The HA will offer the family a reasonable repayment agreement, on terms and conditions established by the HA, for the amount of back minimum rent owed by the family.
  - (5) If the HA determines a qualifying financial hardship is long term, the HA will exempt the family from the minimum rent requirements so long as

such hardship continues. Such exemption shall apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

- (6) If a public housing family requests a hearing under the HA grievance procedure, to review the HA's determination denying or limiting the family's claim to a financial hardship exemption, the family is not required to pay any escrow deposit in order to obtain a grievance hearing on such issues.

10. Reduction of Welfare Benefits: If the resident requests an income re-examination and the rent reduction is predicated on a reduction in tenant income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the families benefits have been reduced because of:

- A. Noncompliance with economic self-sufficiency program or;
- B. Work activities requirements or;
- C. Because of fraud.

11. Over Income Tenants

Any household determined to have an income at re-examination of 80% or higher of the median income for the area for a period of at least three (3) months will be considered over income and any financial assistance or subsidy provided by the HAH will be terminated. Over income tenants will be encouraged to move out of HAH to provide the unit to applicants on the waiting list that are still eligible for financial assistance and subsidies. Tenants are encouraged to become self-sufficient and becoming over income is not grounds for termination of the lease. However, the over income tenant will be required to pay market rent for the remainder of the lease term and the lease will not be renewed upon expiration.

## SECTION XIX. TRANSFER

1. Transfers will be made without regard to race, color, national origin, sex, sexual orientation, gender identity, religion, or familial status. Residents will be transferred to accommodate a disability.
2. Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.
4. Objectives of the Transfer Policy:
  - A. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
  - B. To facilitate relocation when required for modernization or other management purposes.
  - C. To facilitate relocation of families with inadequate housing accommodations.
  - D. To eliminate vacancy loss and other expense due to unnecessary transfers.
5. Types of Transfers:
  - A. Emergency Transfers and other HAH Initiated Transfers: Emergency Transfers are mandatory when HA determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; or protect members of the household from attack by the criminal element in a particular property or neighborhood . Transfers may also be made to remove residents who are witnesses to crimes and may face reprisals; provide housing options to residents who are victims of hate crimes or extreme harassment; permit modernization or demolition of units; perform work (e.g., repair, modernization, or lead hazard reduction work) above a specified scale and duration that disturbs lead-based paint or controls lead- based paint hazards; or permit a family that requires a unit with accessible features to occupy such a unit. For these types of transfers the HA will cover the cost of the transfer pursuant to cost allowed by HUD.
  - B. Transfers for Reasons of Health: Tenant may be transferred when the HA determines that there is a medical need for such transfers, such as inability to negotiate stairs or steps. The tenant will be required to provide a statement from a medical doctor which indicates the condition of the tenant and the HA reserves the right to make its own evaluation of the situation and documentation. If the HA determines that there is not a substantial and necessary medical need for such

transfer, the request for transfer shall be treated as a convenience transfer. Normally such transfers will be within the tenant's original neighborhood unless the appropriate size and type of unit does not exist on the site. The tenant must pay for all of their moving expenses and the cost of repairs for any excess damage to the unit from which they are relocating.

- C. Convenience Transfers: The Executive Director or his/her designee may at his/her discretion permit a transfer to another housing development or public housing unit for the convenience of the tenant for good cause. However, all moving cost associated with the transfer shall be borne by the tenant. Prior to the transfer the Assistant Director will perform an inspection on the current unit to determine the amount of charges the tenant will be required to pay as a result of tenant caused damages, if any. All excess damage charges must be paid at the time the tenant signs his/her lease and receives the keys for the new unit. The Assistant Director will perform a final inspection, with the tenant, on the unit that the tenant transferred from, after the keys are turned in, and a final determination will be made by the HA staff as to additional charges that may be due the HA. For example, the tenant may not have cleaned the unit properly and/or damaged the unit during the moving process. If there are any charges that are due the HA, as a result of this inspection, the tenant must pay for these damages within fourteen (14) days of written notice from the HA. The tenant must sign a transfer agreement after the HA has authorized the transfer and prior to the transfer.

Request for transfers for convenience must be made, in writing, to the HA at the HAH main office stating the reason for the requested transfer. The HA will issue a decision within thirty (30) calendar days of receipt of the request, and if approved, provide the tenant with a list of the charges that will be the tenants responsibility to pay prior to the transfer.

- D. Transfers for Over/Under-housed Families to the Appropriate Unit - The HA may transfer residents to the appropriate sized unit and that tenants are obligated to accept such transfers. Transfers will be made in accordance with the following principles:
- (1) Determination of the correct sized apartment shall be in accordance with the HA's occupancy guidelines, as outlined in Occupancy Guidelines.
  - (2) Transfers into the appropriate sized unit will be made within the same neighborhood unless that size does not exist on the site.
  - (3) The tenant must pay for their moving expenses.
- E. Priorities for transfers - All transfers must be either for health reasons, for relocation to an appropriate sized unit, approved convenience transfers, or initiated by the HA due to modernization work and/or other good cause as determined by the HA. Priority transfers are listed below:
- (1) Emergency transfers and other HAH initiated transfers,
  - (2) Transfers for health reasons,
  - (3) Tenants who are under-housed by two or more bedrooms,

- (4) Tenants who are over-housed by two or more bedrooms,
- (5) Tenants who are under-housed by one bedroom,
- (6) Tenants who are over-housed by one bedroom; and,
- (7) Convenience transfers.

Within each priority type, transfers will be ranked by date. In processing transfers requested by tenants for approved health reasons or to move to a larger apartment, the date shall be that on which the changed family circumstances are verified by the Assistant Director. The HA reserves the right to immediately transfer any family who has misrepresented family circumstances or composition and the family charged the posted rate for convenience transfers. Failure to pay for these charges will result in termination of the dwelling lease.

6. Transfer Procedures: - The HA shall:

- Prepare a prioritized transfer waiting list, as needed, at re-examination. A request for transfer must be submitted, including required documentation, to the Occupancy Specialist Manager.
- Notify residents by letter of the pending transfer.
- Participate in evaluation of request for transfer based on approved medical reasons.
- Issue final offer of vacant apartment as soon as vacant apartment is identified.
- Issue notice to transfer as soon as vacant apartment is available for occupancy.
- Participate in planning and implementation of special transfer systems for modernization and other similar programs.
- Inspect both apartments involved in the transfer, charging for any resident damages that is not considered normal wear and tear.
- When the tenant is transferred for modernization, the cost of the transfer shall be paid by the HA, pursuant to cost that is allowed by HUD.

Only one offer of a unit will be made to each tenant being transferred within his/her own neighborhood. A resident being transferred outside his own neighborhood will be allowed to refuse one offer. In the case of a family being transferred from a unit, which is uninhabitable, incorrectly sized or scheduled for major repairs, failure to accept the unit offered, will be grounds for eviction. When a tenant declines an offer of a transfer to a single level apartment and the tenant requested the transfer the HA will notify the tenant, at that time, that the HA is not obligated to make any subsequent offers. The HA will notify the tenant that the HA has discharged its obligations to the tenant and he/she will remain in the unit at his/her own risk, and that the HA assumes no liability for the tenants condition.

- Right of HA in the transfer policy - The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy shall create a property right or any other type of right for a tenant to transfer or refuse transfer.

7. Good Record Requirement for Transfers

- A. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:
- have not engaged in criminal activity that threatens the health and safety of residents and staff;
  - do not owe back rent or other charges, or evidence a pattern of late payment;
  - meet reasonable housekeeping standards and have no housekeeping lease violations; and
  - can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).
- B. Exceptions to the good record requirements may be made for emergency transfers or when it is to HAH's advantage (e.g. a single person is living alone in a three bedroom unit and does not want to move) to make the transfer. The exception to the good record requirement will be made by the central transfer administrator taking into account the recommendation by the Manager.

Absent a determination of exception, the following policy applies to transfers:

- If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.
- A resident with housekeeping standards violations will not be transferred until he/she passes a follow- up housekeeping inspection.

8. Paying for Transfers

Residents shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by HAH. Transfers requested or required by HAH, including those for temporary relocation during lead hazard reduction work, and all transfers for reasonable accommodations will be paid for or made by HAH.

**SECTION XX. LEASE TERMINATION AND EVICTIONS**

No resident's lease shall be terminated except in compliance with HUD regulations and the lease terms.

All Lease terminations and evictions will be processed in accordance with the HA's current dwelling lease and Grievance Procedure. The HA's Dwelling Lease and the Grievance Procedure are incorporated into this document by reference and are the guideline to be used for Lease terminations and evictions.

The dwelling lease may not cover every specific situation that warrants a lease termination; therefore, for good cause the HA may terminate a lease for reasons that are not specifically listed in the dwelling lease.

1. Notice Requirements

- A. No resident shall be given a Notice of Lease Termination without being told by HAH in writing the reason for the termination.
  - The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.
- B. Notices of lease termination may be served personally or posted on the apartment door.
- C. Notice shall include a statement describing right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

2. Recordkeeping Requirements

A written record of every termination and/or eviction shall be maintained by HAH, and shall contain the following information:

- Name of resident, race and ethnicity, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- Date and method of notifying resident; and
- Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

**SECTION XXI. COMPLAINTS AND GRIEVANCE PROCEDURES**

Complaints and Grievance Procedures shall be accomplished in accordance with the HA approved Grievance Procedure. The grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

**SECTION XXII. SECURITY DEPOSITS**

A security deposit shall be made pursuant to a schedule posted in the HA office. Security deposits may be refunded as provided in the Lease.

**SECTION XXIII. OCCUPANCY GUIDELINES**

The following guidelines shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing. These guidelines may be waived only when necessary to achieve or maintain full occupancy and after every effort has been made to stimulate applications from families appropriate to the existing vacancies. Families may be assigned improper sized units **WITH THE WRITTEN UNDERSTANDING** that they must transfer to the appropriate size unit when instructed to do so by the HA. Otherwise, the following occupancy standards shall apply:

1. Suggested Guidelines

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:

- A. It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
  - B. Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
  - C. Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.
  - D. An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit.
  - E. In determining unit size, HAH will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
  - F. A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
2. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.
  3. When a family applies for housing and when the waiting list is updated, some families will qualify for more than one unit size. These applicants will choose the waiting sublist where they wish to receive a unit offer. Based on the family’s choice, they will be placed on the appropriate waiting sublist by unit size.

4. If a family opts for a smaller unit size than would normally be assigned under the largest unit size standard (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size or circumstances change.
5. When a family is actually offered a unit, if they no longer qualify for the unit size where they were sublisted, they will be moved to the appropriate sublist, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.
6. The HAH shall change the family's sublist at any time while the family is on the waiting list at the family's request.
7. At the option of the HA, an infant, up to the age of two years, may share a bedroom with its parent(s), but the tenant shall not be required to do so.
8. In the case of chronic illness, or other physical infirmity, a deviation from the occupancy guidelines, as presented above, is permissible when justified with evidence and documentation from a licensed physician.
9. Every family member, over two years of age, is to be counted as a person in determining household size.

**SECTION XXIV. COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS FOR POSTING REQUIRED INFORMATION**

There shall be maintained in the HA's office waiting room a bulletin board, which will accommodate the following posted materials:

1. Statement of Policies and Procedures Governing Admission and Continued Occupancy Policy (ACOP). This policy also outlines the HA's tenant selection and assignment plan.
2. Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
3. Directory of Housing Communities including names, address of project offices, number of units by bedroom size, number of units specifically designed for the elderly, handicapped, and office hours of all HA facilities.
4. Income Limits for Admission.
5. Utility Allowances.
6. Current Schedule of Routine Maintenance Charges.
7. Dwelling Lease.

8. Grievance Procedure.
9. Fair Housing Poster.
10. "Equal Opportunity in Employment" Poster.
11. Any current "Tenant Notices".
12. Security Deposit Charges.

## **SECTION XXV. PET POLICY**

1. Introduction: The Housing Authority of Hazard (“Housing Authority” or “HAH”) has established this pet policy to protect our residents and to comply with the requirements of the Quality Housing and Work Responsibility Act of 1998.

Common household pets, as defined below, will be allowed in all developments and may be kept within any unit provided that the tenant household abides by the regulations contained within this Pet Policy. Common household pet is defined as a domesticated animal, such as a dog, cat, bird, rodent, fish or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. Reptiles (except turtles) and spiders are excluded from this definition.

2. Service Animals: *Service animals are not subject to the pet policy.* A service animal is not a pet but an animal that provides assistance, performs tasks and/or provides emotional support for persons with a disability.

To determine if the animal is indeed a service animal under the HUD standard, the HA may first apply the Americans with Disabilities Act (ADA) service animal standard and if the animal fails that test, then the Fair Housing Act (FHAct) test is applied, if the animal fails that test, the animal is not a service animal, if it passes, then it is a service animal and the pet policy does not apply.

ADA test;

- A. Is the animal is a service animal that is required because of a disability? If so,
- B. What work or tasks the animal has been trained to perform?

If the animal passes the ADA test by the tenant answering YES to both questions, then it is a service animal and the pet policy doesn’t apply. If the animal does not pass the ADA test by the tenant answering NO to one or both questions, then the HA asks the following questions.

FHAct test;

- A. Does the tenant have a disability? If so,
- B. Does the tenant have a “disability–related” need for the service animal?

If the animal passes the test by the tenant answering YES to both questions, then it is a service animal and the pet policy doesn't apply. If the animal does not pass the test by the tenant answering NO to one or both questions, then the animal is a pet and the pet policy applies.

A "disability-related" need can be proven through documentation from a physician, psychiatrist, social worker or other qualified mental health professional. The document needs to state that the animal provides support that alleviates one or more of the symptoms or effects of the tenant's disability and the document needs to be signed by the medical professional.

In short, if a tenant has a doctor's statement that says the disabled tenant uses the animal for a specific reason based on their disability, the animal is a service animal and the pet policy doesn't apply. Further, the pet deposit will not be paid by the tenants that have service animals.

### YOU WILL BE HELD RESPONSIBLE FOR ANY DAMAGES CAUSED BY YOUR PET!

3. Tenant Responsibilities: If you have a pet, you must abide by the rules and regulations listed below:
  - A. All pets must be registered with the Housing Authority and inoculated. A certificate stating that the pet has been inoculated as required by state and local law must be provided to the Housing Authority from a licensed veterinarian and updated annually.
  - B. Litter must be changed twice weekly; yards and other areas must be scooped daily, it is the owners responsibility to keep all exterior areas were your pet is exercised and allowed to relieve themselves clean. The owner shall pick up all solid bodily waste and enclose it in a self-sealing plastic bag and then dispose of the bag in an appropriate waste/trash container.
  - C. Household pets only with a maximum of two (2) pets per household.
  - D. A recent photograph must be provided to the housing office of the pets to be maintained in your tenant file.
  - E. All cats and dogs must be leashed and under the control of a responsible individual while on the common areas, including shared hallways, elevators, stairwells, parking lots, lawn areas, etc. All leash laws and pet ordinances as ordained by the City of Hazard, Perry County and the Commonwealth of Kentucky must be followed.
  - F. Dogs must not exceed 50 pounds and cats must not exceed 15 pounds. Maximum size for aquariums shall be twenty (20) gallons or less. However, nothing in this Policy shall limit the size of service animal for the visually impaired or disabled.
  - G. A pet deposit of \$300.00 will be required for all tenant households not designated as elderly or disabled families. For all tenant households designated as elderly or disabled, the pet deposit will be one month's rent at the time the pet is brought onto the premises, not to exceed \$300.00. An elderly family is defined as a family whose head or spouse or sole member is a person at least 62 years of age.

A disabled family is a family whose head or spouse or sole member is a person with a disability.

This deposit is in addition to any other financial obligation generally imposed on tenants. The HAH will use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet on the property, including (but not limited to) the cost of repairs and replacements to, and fumigation of, the tenant's dwelling unit. The HAH shall refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the HAH or no longer owns or keeps a pet in the dwelling unit.

- H. Pets must not be left unattended for more than 24 hours. All residents/pet owners shall be responsible for adequate care, exercise, nutrition and medical attention for his/her pet(s). Pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.
- I. The Housing Authority reserves the right to remove any pet that becomes a nuisance and/or threat to the health and safety of the tenants and employees. This includes viciousness, severe illness, or behavior that constitute a serious threat. Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their dwelling unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, scratching, chirping, or other such activities.
- J. Tenant shall be responsible for the infestation of fleas or other problems related to the pet. Tenant shall be responsible for all costs if unit has to be treated for fleas and all other units and other common areas if infested due to their pet. All units will be fumigated after a pet is removed at the tenant's/pet owners expense.
- K. Tenant is responsible for any and all liability exclusively relating to pet's care and control.
- L. The Housing Authority assumes neither responsibility nor liability, whatsoever, for any pet.
- M. The tenant is responsible for any disturbances caused by animals as per the terms of the lease and this Pet Policy. Violations of the lease and/or this Pet Policy may be subject to punitive actions as detailed within the lease and/or the ACOP including termination of the tenancy, eviction and/or removal of the pet(s).
- N. The resident/pet owner will be required to designate two responsible parties for the care of the pet(s) if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable or unavailable to care for the pet(s).
- O. The Housing Authority may, after proper notification to the tenant during normal business hours, enter and inspect the premises, in addition to other inspections allowed. Should the Housing Authority receive written notice alleging that the conduct or condition of the pet(s) in a dwelling unit constitutes a nuisance or threat to the health or safety of other tenants or other residents of the community, the Housing Authority shall inspect the unit to determine the validity of any such allegation.

4. Pet Policy Violation Notice: If a determination is made on objective facts supported by written statements, that a tenant/pet owner has violated the Pet Policy, written notice will be served. The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that have been violated. The notice will also state:
  - That the resident/pet owner has five (5) days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation.
  - That the resident/pet owner is entitled to be accompanied by another person of his/her choice at the meeting.
  - That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result initiation of procedures to terminate the pet owner's tenancy.
  - If the resident/pet owner request a meeting within the five (5) day period, The Housing Authority will schedule a meeting, no later than five (5) calendar days from the date of the resident/pet owner's request.
  
5. Notice for Pet Removal: If the resident/pet owner and the Housing Authority are unable to resolve the violation at the meeting or if the pet owner fails to correct the violation within the time period allotted by the Housing Authority, the Housing Authority may serve notice to remove the pet(s). The Notice shall contain:
  - A brief statement of the factual basis for the Housing Authority's determination to require the removal of the pet(s).
  - The requirement that the resident/pet owner must remove the pet(s) with five (5) days of the notice.
  - A statement that failure to remove the pet(s) may result in the termination of tenancy procedures.
  
6. Pet Removal: If the death or incapacity of the resident/pet owner threatens the health or safety of the pet(s), or other factors occur that render the resident/pet owner unable to care for the pet(s), the situation will be reported to the Responsible Party designated by the resident/pet owner. Pet removal will include pets that are poorly cared for or have been left unattended for over 24 hours.

If the Responsible Party is unwilling or unable to care for the pet(s), or if the Housing Authority is unable to contact the Responsible Party, the Housing Authority may contact the appropriate State or local agency and request the removal of the pet(s).

***If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed to return to the premises.***

7. Emergencies: The Housing Authority will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health and safety of others, are referred to the appropriate State or local agency authorized to remove such animals. If it is necessary for

the Housing Authority to place the pet(s) in a shelter facility, the cost will be the responsibility of the resident/pet owner.

**Note:**

**Nothing in this policy limits or impairs the rights of persons with disabilities.**

**SECTION XXVI. DE-CONCENTRATION RULE**

1. Objective: The objective of the De-concentration Rule for public housing units is to ensure that families are housed in a manner that will prevent a concentration of lower income families and/or a concentration of higher income families in any one development. The specific objective of the Housing Authority is to house no less than 40 percent of its public housing inventory with families that have income at or below 30% of the area median income by public housing development. Also the Housing Authority will take actions to insure that no individual development has a concentration of higher income families in one or more of the developments. To insure that the Housing Authority does not concentrate families with higher income levels, it is the goal of the Housing Authority not to house more than 60% of its units in any one development with families whose income exceeds 30% of the area median income. The Housing Authority will track the status of family income, by development, on a monthly basis by utilizing income reports generated by the Housing Authority's computer system.
2. Actions: To accomplish the goal of the elimination of concentrations of poverty within our developments, the Housing Authority of Hazard will take the following actions:
  - A. At the beginning of each housing authority fiscal year, the Housing Authority will establish a goal for housing 40% of its new admissions with families whose incomes are at or below the area median income. The annual goal will be calculated by taking 40% of the total number of move-ins from the previous housing authority fiscal year.
  - B. To accomplish the goals of:
    - (1) Housing not less than 40% of its public housing inventory on an annual basis with families that have incomes at or below 30% of area median income, and
    - (2) Not housing families with incomes that exceed 30% of the area median income in developments that have 60% or more of the total household living in the development with incomes that exceed 30% of the area median income, the Housing Authority's Tenant Selection and Assignment Plan, which is a part of this policy, provides for skipping families on the waiting list to accomplish these goals.

## **SECTION XXVII. CLOSING OF FILES/ PURGING INACTIVE FILES**

This HA will purge inactive files, after they have been closed for a period of three years, with the exception of troubled cases, or cases involving a household containing a minor with a reported elevated blood-lead level.

During the term of tenancy and for three years thereafter the HA will keep the resident file. In addition, the HA must keep for at least three years the following records:

- Records with income, racial, ethnic, gender and disability status data for applicants and residents.
- The application from each ineligible family and the notice that the applicant is ineligible.
- HUD required reports and other HUD required files.
- Lead based paint inspection reports as required.
- Unit inspection reports.
- Accounts and other records supporting the HA and financial statements.
- Records to document the basis for PHA determination that rent to owner is a reasonable rent
- Other records which may be specified by HUD.

The HA shall retain all data for current residents for audit purposes. No information shall be removed which may affect an accurate audit.

## **SECTION XXVIII. PROGRAM MANAGEMENT PLAN - Organization Plan**

Reference the HA's adopted personnel policy for the organization plan of the HA.

## **SECTION XXIX. FLAT RENT**

1. Introduction: The Quality Housing and Work Responsibility Act of 1998 mandates the Housing Authority of Hazard ("Housing Authority") to provide adults living in public housing the annual option of paying rent based on;
  - A. a percentage of tenant household adjusted income or
  - B. flat rent with no adjustments.

The Housing Authority advises the tenant household annually what the dollar amount of the income based rent will be for their unit and what the flat rent will be for their unit. The Housing Authority will revise, if necessary, the flat rent amount for a unit no later than 90 days after HUD issues new FMRs. The Housing Authority utilized the HUD "Fair Market Rents" (FMR) as the basis for flat rents.

2. Current Flat Rent: Below are the lowest possible flat rent for the residents of the Housing Authority. The Board of Commissioners have established and approved these flat rents:

<b>1 bedroom</b>	<b>\$378.00/month</b>
<b>2 bedroom</b>	<b>498.00/month</b>
<b>3 bedroom</b>	<b>679.00/month</b>
<b>4 bedroom</b>	<b>682.00/month</b>
<b>5 bedroom</b>	<b>785.00/month</b>

**RESIDENTS ARE ADVISED THAT THESE FLAT RENTS DO NOT PROVIDE FOR ANY ADJUSTMENTS, DEDUCTIONS OR ALLOWANCES.**

If the new flat rent would cause the tenant's yearly rent amount to increase by more than 35 percent, the new flat rent will be phased in by increasing the tenant's yearly rent amount in only 35 percent each year until such time that the tenant is paying the flat rent amount stated in this section or the tenant chooses to pay income based rent.

3. Flat Rent and Tenant paid utilities: For units where utilities are tenant-paid, the Housing Authority will adjust the flat rent downward by subtracting the Utility Allowance amount from the flat rent amount. The amount of Utility Allowance is based on the tenant's eligibility.
  
4. Determination: Each resident and his/her household must make an annual selection, in writing, of income based rent or flat rent. Families that choose to pay rent based on the flat rent will only be required to recertify their income every third year, instead of annually as is the case for income based rents.  
 Tenants will be offered the choice between a flat rental amount and income-based rent according to the following:
  - A. For a tenant that chooses the flat rent option, the Housing Authority will conduct a reexamination of the household composition at least annually and household income at least once every three (3) years.
  
  - B. Initial occupancy and Income Based Rent- at initial occupancy and in any year in which a tenant household is paying income-based rent, the Housing Authority will:
    - (1) Conduct a full examination of the tenant's household income and composition;
    - (2) Inform the tenant of the flat rent amount and income-based rent amount determined by the examination of tenant household income and composition;
    - (3) Inform the tenant of the Housing Authority's policies on switching rent types in circumstances of financial hardship; and
    - (4) Apply the tenant's rent decision at the next lease renewal.
  
5. Change of Rent Determination: If the tenant household circumstances change or if the tenant household want to change their type of rent selection, the tenant must notify the Housing Authority, in writing, of their change in circumstances or request of change of rent type. The Housing Authority, within three (3) business days, will make the

requested change in calculation of rent and then inform the tenant of the new rent amount. If the new rent amount is an increase from the previous rent, the new rent amount shall be due the 1<sup>st</sup> day of the second month after the rent change is made. If the new rent amount is a decrease from the previous rent, the new rent amount shall be due the 1<sup>st</sup> of the month immediately following the change. If the tenant is changing from flat rent to income based rent, the tenant is not eligible to pay flat rent until one (1) year after the change from flat rent to income based rent occurred.

6. Failure to Make Selection: A tenant is required to make an annual selection of flat rent or income based rent and to advise the Housing Authority of their selection in writing. If the tenant fails to make such selection of rent will be considered a choice to pay income based rent and the tenant will be required to recertify income at that time.

### **SECTION XXX. COMMUNITY SERVICE REQUIREMENT**

1. Introduction: The Quality Housing and Work Responsibility Act of 1998 mandates the Housing Authority of Hazard (“Housing Authority” or “HAH”) to require that adults (18 years to 61 years of age) living in public housing comply with community service requirements.
2. Definitions:
  - A. Community service:

The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. *Community service is not employment and may not include political activities.*
  - B. Economic Self-sufficiency Program:

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

**In addition to the HUD definition above, the Housing Authority of Hazard definition includes any other activities as approved by the Housing Authority of Hazard on a case-by-case basis.** The Housing Authority of Hazard will consider a wide range of self-sufficiency opportunities. These may include, but are not limited to: Parenting Classes, Family Counseling, Resident Advisory Board, any program sponsored by the Housing Authority through the ROSS grant, any program of the Lifelong Learning Center, any program of the Hazard

Community College or the Hazard Technical College which concerns education or job training.

C. Work Activity:

For the purposes of the Housing Authority, a work activity is defined as the following:

- (1) Unsubsidized employment,
- (2) Subsidized private or public sector employment,
- (3) Work experience, (including work associated with the refurbishing of publicly assisted housing), if regular employment is not available,
- (4) On-the-job training or an apprenticeship,
- (5) Job-search, job-readiness or job skills training or assistance, which directly relates to employment or potential employment,
- (6) Community service programs,
- (7) Vocational educational training (not to exceed 12 months),
- (8) Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency,
- (9) Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate,
- (10) Providing childcare services to an individual who is participating in a community service program.

3. Requirements: Adult residents (18 years to 61 years of age) must perform a minimum of 96 hours of Community Service every year. Unless otherwise exempted from Community Service, each adult resident (18 years to 61 years old) of the Housing Authority shall:

- A. Contribute 8 hours per month of community service (not including political activities) within the City of Hazard or Perry County; or
- B. Participate in an economic self-sufficiency program for 8 hours per month; or
- C. Perform 8 hours of combined activities (community service and economic self-sufficiency program)

4. Exemptions: The Housing Authority shall provide exemptions from the Community Service requirement for any individual who:

- A. Is 62 years of age or older;
- B. Is a blind or disabled individual, as defined under 216(i)(1) or 1614 of the Social Security Act ([42 U.S.C. 416\(i\)\(1\)](#); 1382c), and certifies that because of their disability he/she is unable to comply with the service provisions of this section;
- C. Is the primary caretaker of an individual who is blind or disabled;

- D. Is engaged in a “work activity” as herein defined for a minimum average of 30 hours per week;
  - E. Meets the requirements under a Kentucky program funded under part A of title IV of the Social Security Act, or under any other welfare program of Kentucky in which the Housing Authority is located, including Supplemental Nutrition Assistance Program (SNAP) or a KY-administered welfare-to-work program; or
  - F. Is a member of a family receiving assistance, benefits or services under a Kentucky program funded under part A of title IV of the Social Security Act, or under any other Kentucky welfare program including Supplemental Nutrition Assistance Program (SNAP), or welfare-to-work program and has not been found by Kentucky or other administering entity to be in noncompliance with such program.
5. Notification: HAH will notify the tenant household of its determination identifying the household members who are subject to the service requirement and the household members who are exempt persons. The Housing Authority will identify and certify exemptions at the beginning of the lease for any eligible family members and re-certify exemption status annually during the re-certification process except in the case of residents who are 62 years of age or older since they are exempt per their age.
  6. Change in exemption status: The Housing Authority will permit residents to change exemption status during the year if their status changes. Residents must request changes to exemption status at the main Housing Authority office in Perkins Tower. All requests from the tenant must be made in writing and will be reviewed by HAH staff for compliance with exemption requirements. Any resident requesting an exemption change will be notified in writing within 30 days of requesting the change as to whether or not the change has been approved. If changes are made to the service requirement, all tenants will be notified by notice posted on the door of their unit.
  7. Compliance: Resident must obtain a Community Service Form from the Housing Authority to be filled out by the community service organization to verify participation. Residents may confirm the approval of their choice of community service by contacting the Housing Authority. HAH will notify the tenant household that it will be validating a sample of self-certifications of completion of the service requirement accepted by the HAH under § 960.607(a)(1)(ii).
  8. Community Service Options: It is the resident’s responsibility to determine what type of community service activity in which he or she wishes to participate, or if he or she wishes to participate in a self-sufficiency program. The Housing Authority will give residents the greatest choice possible in identifying community service opportunities. The Housing Authority will consider any other group or organization. These choices may include but are restricted to volunteering at or participating at;

- A. Any one of several self-sufficiency programs operated by such agencies as Kentucky DCBS, LKLP, HPPCM, KRCC, and the Housing Authority,
- B. Hazard Perry County Community Ministries, Inc. (HPCCM),
- C. Kentucky River Community Care, Inc. (KRCC),
- D. Hazard Perry County Housing Development Alliance, Inc. (HPCHDA),
- E. Appalachian Service Project (located in Chavies),
- F. Appalachian Regional Medical Center (ARH),
- G. Hazard City Schools or the Perry County Schools,
- H. Hospice,
- I. The Perry County Public Library,
- J. The Perry County Senior Citizens Program,
- K. The Pride organization,
- L. Local Churches, or
- M. The Hazard Perry County Humane Society.

9. Tenant Responsibilities:

- A. When the tenant household first signs the lease and any re-certification thereafter, all adult members of the household must:
  - (1) Provide documentation that they qualify for an exemption, and,
  - (2) Sign a certification that they have received and read the policy and understand that if they are not exempt, failure to comply with the community service requirement will result in non-renewal of their lease.
- B. If an adult member of the tenant household is required to fulfill the community service requirement, they must provide one of the following to the HAH:
  - (1) A signed certification to HAH by such the organization that the tenant household member has performed the activities; or
  - (2) A signed self-certification to HAH by the tenant household member that he or she has performed the activities.
    - a. The signed self-certification must include the following:
      - (i) A statement that the tenant contributed at least 8 hours per month of community service, not including political activities, within the community in which the adult resides; or participated in an economic self-sufficiency program for at least 8 hours per month;
      - (ii) The name, address, and a contact person at the community service provider; or the name, address, and

contact person for the economic self-sufficiency program;

(iii) The date(s) during which the tenant completed the community service activity, or participated in the economic self-sufficiency program;

(iv) A description of the activity completed; and

(v) A certification that the tenant's statement is true.

10. Noncompliance: If the Housing Authority determines that a tenant household is not in compliance, the Housing Authority will notify the tenant, in writing, of this determination. The tenant's lease will not be renewed unless the tenant household enters into a written agreement with the Housing Authority to cure such non-compliance. The tenant household must provide, in writing, assurance satisfactory to the HAH that the noncompliant tenant no longer resides in the unit and all other members of the household who are subject to the community service requirement are currently complying with the service requirement. Should the tenant fail to enter into such agreement or fails to abide by such agreement; the lease shall not be renewed and the Housing Authority shall begin eviction procedures immediately.

11. Tenant Grievance: All these actions and determinations stated under this policy are subject to the Housing Authority's Tenant Grievance Procedures and/or resolution in court.

## **SECTION XXXI. ADDITIONAL HA POLICIES & CHARGES**

Additional policies and charges are attached to the end of this document and are incorporated as if fully set out herein. These policies and charges may be changed from time to time, or amended, and such changes or amendments shall be substituted in this document so as to keep this policy current. All items substituted within this document shall be kept by the HA in a separate file for historical and research purposes.