

Table of Contents

Chapter 1 STATEMENT OF POLICIES AND OBJECTIVES

A.	HOUSING AUTHORITY MISSION STATEMENT	1-1
B.	HOUSING AUTHORITY GOALS.....	1-1
C.	PURPOSE OF THE POLICY	1-1
D.	FAIR HOUSING POLICY.....	1-2
E.	REASONABLE ACCOMMODATIONS POLICY	1-3
F.	TRANSLATION OF DOCUMENTS	1-7
G.	PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS) OBJECTIVES.....	1-7
H.	FAMILY OUTREACH.....	1-7
I.	PRIVACY RIGHTS.....	1-7
J.	POSTING OF REQUIRED INFORMATION	1-8
K.	TERMINOLOGY.....	1-9

Chapter 2 ELIGIBILITY FOR ADMISSION

A.	QUALIFICATION FOR ADMISSION	2-1
B.	FAMILY COMPOSITION	2-1
C.	INCOME ELIGIBILITY.....	2-4
D.	MANDATORY SOCIAL SECURITY NUMBERS	2-4
E.	CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS	2-5
F.	SIGNING CONSENT FORMS.....	2-5
G.	OTHER ELIGIBILITY CRITERIA.....	2-6
H.	DENIAL OF ADMISSION FOR DRUG-RELATED AND/OR OTHER CRIMINAL ACTIVITY	2-7
I.	SCREENING FOR SUITABILITY	2-12
J.	HEARINGS.....	2-17

Chapter 3 APPLYING FOR ADMISSION

A.	HOW TO APPLY	3-1
B.	"INITIAL" APPLICATION PROCEDURES	3-2
C.	NOTIFICATION OF APPLICANT STATUS.....	3-2
D.	COMPLETION OF A FULL APPLICATION	3-2
E.	PROCESSING APPLICATIONS	3-4
F.	FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY	3-4

Chapter 4 TENANT SELECTION AND ASSIGNMENT PLAN

A.	MANAGEMENT OF THE WAITING LIST	4-2
B.	SITE BASED WAITING LISTS	4-3
C.	WAITING LIST PREFERENCES.....	4-4
D.	ORDER OF SELECTION FOR GENERAL OCCUPANCY (FAMILY) DEVELOPMENTS	4-6
E.	ORDER OF SELECTION FOR MIXED POPULATION DEVELOPMENTS.....	4-6
F.	VERIFICATION OF PREFERENCE QUALIFICATION	4-7
G.	PREFERENCE DENIAL	4-7
H.	FACTORS OTHER THAN PREFERENCES THAT AFFECT	

Table of Contents

	SELECTION OF APPLICANTS	4-7
I.	INCOME TARGETING	4-7
J.	DECONCENTRATION OF POVERTY AND INCOME-MIXING	4-8
K.	PROMOTION OF INTEGRATION	4-10
L.	OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST.....	4-10
M.	REMOVAL FROM WAITING LIST AND PURGING	4-10
N.	OFFER OF ACCESSIBLE UNITS	4-11
O.	PLAN FOR UNIT OFFERS	4-11
P.	CHANGES PRIOR TO UNIT OFFER	4-11
Q.	APPLICANT STATUS AFTER FINAL UNIT OFFER	4-11
R.	TIME-LIMIT FOR ACCEPTANCE OF UNIT	4-12
S.	REFUSAL OF OFFER.....	4-12
T.	UNIT OFFER AND SAFETY PLAN FOR APPLICANTS WHO ARE FLEEING DOMESTIC VIOLENCE.....	4-13

Chapter 5 OCCUPANCY GUIDELINES

A.	DETERMINING UNIT SIZE	5-1
B.	EXCEPTIONS TO OCCUPANCY STANDARDS	5-2
C.	INCENTIVES TO ATTRACT HIGHER INCOME FAMILIES TO LOWER INCOME DEVELOPMENTS	5-3
D.	ACCESSIBLE UNITS	5-3
E.	FAMILY MOVES.....	5-3

Chapter 6 DETERMINATION OF TOTAL TENANT PAYMENT

A.	MINIMUM RENT	6-1
B.	INCOME AND ALLOWANCES	6-4
C.	TRAINING INCOME EXCLUSIONS	6-4
D.	DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS	6-6
E.	INDIVIDUAL SAVINGS ACCOUNTS.....	6-9
F.	TRAINING PROGRAMS FUNDED BY HUD.....	6-9
G.	WAGES FROM EMPLOYMENT WITH THE PHA OR RESIDENT ORGANIZATION	6-9
H.	AVERAGING INCOME.....	6-9
I.	MINIMUM INCOME	6-9
J.	INCOME OF PERSONS PERMANENTLY CONFINED TO NURSING HOME	6-10
K.	REGULAR CONTRIBUTIONS AND GIFTS.....	6-10
L.	ALIMONY AND CHILD SUPPORT	6-10
M.	LUMP-SUM RECIEPTS	6-10
N.	CONTRIBUTIONS TO RETIREMENT FUNDS- ASSETS.....	6-11
O.	ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE.....	6-11
P.	CHILD CARE EXPENSE DEDUCTION.....	6-12
Q.	MEDICAL EXPENSES	6-12
R.	PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES.....	6-12
S.	INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS	6-13
T.	UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS	6-14

Table of Contents

U.	EXCESS UTILITY PAYMENTS	6-14
V.	CEILING RENTS	6-15
W.	FAMILY CHOICE IN RENTS	6-15

Chapter 7 VERIFICATION

PART I: GENERAL VERIFICATION REQUIREMENTS

A.	METHODS OF VERIFICATION AND TIME ALLOWED	7-1
B.	RELEASE OF INFORMATION	7-3
C.	COMPUTER MATCHING	7-3
D.	ITEMS TO BE VERIFIED	7-4
E.	VERIFICATION OF INCOME	7-5
F.	INCOME FROM ASSETS	7-12
G.	VERIFICATION OF ASSETS	7-13
H.	VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME	7-14
I.	VERIFICATION OF NON-FINANCIAL FACTORS	7-15
J.	VERIFICATION OF SUITABILITY FOR ADMISSION	7-21
K.	VERIFICATION OF WAITING LIST PREFERENCES	7-22

Chapter 8 TRANSFER POLICY

A.	GENERAL STATEMENT	8-1
B.	ELIGIBILITY FOR TRANSFER	8-1
C.	PRIORITY OF TRANSFERS	8-2
D.	EMERGENCY TRANSFER	8-3
E.	SPECIAL CIRCUMSTANCES TRANSFER	8-3
F.	MANDATORY TRANSFERS	8-3
G.	NON-MANDATORY TRANSFERS	8-4
H.	MOVING COSTS	8-4
I.	SECURITY DEPOSITS	8-5
J.	PROCESSING TRANSFERS	8-5
K.	TRANSFER REQUEST PROCEDURE	8-5
L.	RENT ADJUSTMENTS OF TRANSFERRED RESIDENTS	8-6
M.	REEXAMINATION DATE	8-6

Chapter 9

LEASING

A.	LEASE ORIENTATION	9-1
B.	LEASE REQUIREMENTS	9-2
C.	EXECUTION OF LEASE	9-2
D.	ADDITIONS TO THE LEASE	9-3
E.	LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES	9-4
F.	UTILITY SERVICES	9-4
G.	SECURITY DEPOSITS	9-5
H.	RENT PAYMENTS	9-5
I.	FEES AND NONPAYMENT PENALTIES	9-6
J.	SCHEDULES OF SPECIAL CHARGES	9-6
K.	MODIFICATIONS TO THE LEASE	9-6

Table of Contents

L.	CANCELLATION OF THE LEASE	9-6
M.	INSPECTIONS OF PUBLIC HOUSING UNITS.....	9-6

Chapter 10

PET POLICY – ELDERLY/DISABLED PROJECTS

	ANIMALS THAT ASSIST PERSONS WITH DISABILITIES.....	10-1
A.	MANAGEMENT APPROVAL OF PETS	10-1
B.	STANDARDS FOR PETS	10-2
C.	PETS TEMPORARILY ON THE PREMISES.....	10-3
D.	DESIGNATION OF PET/NO PET AREAS	10-4
E.	ADDITIONAL FEES AND DEPOSITS FOR PETS	10-4
F.	ALTERATIONS TO UNIT.....	10-4
G.	PET WASTE REMOVAL CHARGE	10-4
H.	PET AREA RESTRICTIONS	10-5
I.	NOISE.....	10-5
J.	CLEANLINESS REQUIREMENTS.....	10-5
K.	PET CARE.....	10-5
L.	RESPONSIBLE PARTIES	10-6
M.	INSPECTIONS	10-6
N.	PET RULE VIOLATION NOTICE.....	10-6
O.	NOTICE FOR PET REMOVAL.....	10-6
P.	TERMINATION OF TENANCY	10-7
Q.	PET REMOVAL	10-7
R.	EMERGENCIES	10-7

Chapter 11

PET POLICY – FAMILY PROJECTS

A.	ANIMALS THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO PERSONS WITH DISABILITIES	11-1
B.	STANDARDS FOR PETS	11-1
C.	REGISTRATION OF PETS	11-2
D.	PET AGREEMENT	11-3
E.	LIMITATIONS ON PET OWERSHIP	11-4
F.	DESIGNATION OF PET-FREE AREAS.....	11-4
G.	PETS TEMPORARILY ON THE PREMISES.....	11-5
H.	DEPOSITS FOR PETS	11-5
I.	ADDITIONAL PET FEES.....	11-5
J.	PET WASTE REMOVAL CHARGE	11-5
K.	PET AREA RESTRICTIONS	11-5
L.	CLEANLINESS REQUIREMENTS.....	11-5
M.	PET CARE	11-5
N.	RESPONSIBLE PARTIES	11-6
O.	INSPECTIONS	11-6
P.	PET RULE VIOLATION NOTICE.....	11-6
Q.	NOTICE FOR PET REMOVAL.....	11-6
R.	TERMINATION OF TENANCY	11-7
S.	PET REMOVAL	11-7
T.	EMERGENCIES	11-7

Table of Contents

Chapter 12

REEXAMINATIONS

A.	ELIGIBILITY FOR CONTINUED OCCUPANCY	12-1
B.	ANNUAL REEXAMINATION	12-1
C.	REPORTING INTERIM CHANGES	12-4
D.	INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS	12-5
E.	OTHER INTERIM REPORTING ISSUES	12-7
F.	TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)	12-8
G.	REPORTING OF CHANGES IN FAMILY COMPOSITION	12-8
H.	REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT	12-12
I.	CHANGES IN UNIT SIZE	12-13
J.	CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES	12-13

Chapter 13

LEASE TERMINATIONS

A.	TERMINATION BY TENANT	13-1
B.	TERMINATION BY PHA	13-1
C.	NOTIFICATION REQUIREMENTS	13-2
D.	RECORD KEEPING	13-4
E.	TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS	13-5

Chapter 14

COMPLAINTS, GRIEVANCES AND APPEALS

A.	COMPLAINTS	14-1
B.	APPEALS BY APPLICANTS	14-2
C.	APPEALS BY TENANTS	14-2
D.	HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NONCITIZENS"	14-3
E.	GRIEVANCE PROCEDURES	14-5

Chapter 15

FAMILY DEBTS TO THE PHA

A.	PAYMENT AGREEMENT FOR FAMILIES	15-1
B.	DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION	15-2
C.	WRITING OFF DEBTS	15-2

Chapter 16

COMMUNITY SERVICE

A.	REQUIREMENT	16-1
B.	EXEMPTIONS	16-1
C.	DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM	16-D.

Table of Contents

ANNUAL DETERMINATIONS 16-2
E. NONCOMPLIANCE 16-2
F. PHA RESPONSIBILITY 16-3

Chapter 17

VIOLENCE AGAINST WOMEN ACT (VAWA)

A. INCIDENTS OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING.....17-1

Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

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

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

A. HOUSING AUTHORITY MISSION STATEMENT

1. The mission of the Auburn Housing Authority is to develop, provide and assist, safe and affordable housing for lower income persons. The Authority shall strive to create opportunities for residents' self-sufficiency and economic independence, and shall assure fiscal integrity by all program participants.

B. HOUSING AUTHORITY GOALS

1. This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that the AHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following goals:
 - a. To provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level.
 - b. To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for tenants and their families.
 - c. To avoid concentrations of economically and socially deprived families in any one or all of the AHA's public housing developments.
 - d. To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to AHA employees.
 - e. To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.
 - f. To facilitate the judicious management of the AHA inventory, and the efficient management of the AHA staff.
 - g. To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, handicap or familial status.

C. PURPOSE OF THE POLICY

1. The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for the Auburn Housing Authority (AHA) staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and the AHA.
2. The AHA Board of Commissioners must approve the original policy and any changes. Required portions of this Plan will be provided to HUD.

D. FAIR HOUSING POLICY

1. It is the policy of the Auburn Housing Authority to comply fully with all Federal, State and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The AHA will comply with all laws relating to Civil Rights, including:
 - a. Title VI of the Civil Rights Act of 1964
 - b. Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
 - c. Executive Order 11063
 - d. Section 504 of the Rehabilitation Act of 1973
 - e. The Age Discrimination Act of 1975
 - f. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
 - g. Any applicable State laws or local ordinances and any legislation protecting individual rights of tenants, applicants or staff that may subsequently be enacted.
2. The AHA shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the AHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.
3. Posters and housing information are displayed in locations throughout the AHA's office in such a manner as to be easily readable from a wheelchair.
4. To further its commitment to full compliance with applicable Civil Rights laws, the AHA will provide Federal/State/local information to public housing residents regarding "discrimination" and any recourse available to them if they believe they are victims of discrimination. Such information will be made available to them during the resident orientation session.
5. The AHA's office is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD telephone number 784-5545. Interpreter service (including AT&T) is available for non-English speaking families.
6. The AHA shall not, on account of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation:
 - a. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
 - b. Provide housing that is different from that provided to others;
 - c. Subject a person to segregation or disparate treatment;
 - d. Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

- e. Treat a person differently in determining eligibility or other requirements for admission; or
 - f. Deny a person access to the same level of services.
7. The AHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets).

E. REASONABLE ACCOMMODATION POLICY

1. It is the policy of the Auburn Housing Authority (Authority) to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.
2. A participant with a disability must first ask for a specific change to a policy or practice or physical structure as an accommodation of his or her disability before the Authority will treat him or her differently than anyone else. The Authority's policies and practices will be designed to provide assurance that a person with a disability will be given reasonable accommodation, upon request so that she or he may fully access and utilize the housing program and related services. The availability of requesting an accommodation will be made known by including notices on appropriate Authority forms and letters. This policy is intended to afford a person with a disability an equal opportunity to attain the same result, to gain the same benefit, or to reach the same level of achievement, as those who do not have disabilities and is applicable to certain situations described in this Admissions and Continued Occupancy Plan, Section 8 Administrative Plan, or Section 8 Project Based Tenant Selection and Placement Plan including when a family initiates contact with the Authority, when the Authority initiates contact with a family, including when a family applies, and when the Authority schedules or reschedules appointments of any kind.
3. **Reasonable Accommodation**
 - a. Sometimes a person with a disability may need a reasonable accommodation in order to take full advantage of the Authority's housing program and related services. When such an accommodations is granted, it does not confer special treatment or advantage for the person with a disability; rather, it makes the program accessible to the person in a way that would other wise not be possible due to her or his disability. This policy clarifies how people can request accommodations and the guidelines the Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.
 - b. **Federal Americans with Disabilities Act of 1990**
 - i. With respect to an individual, the term "disability," as defined by the 1990 Act means:
 - A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
 - A record of such impairment;
 - Being regarded as having such an impairment.

Note: This is not the same as the HUD definition used for purposes of determining allowances.
 - c. Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse were discontinued.

- d. The Authority may require that a professional third party, competent to make the assessment, provide written verification that the person needs the specific accommodation due to his or her disability and the change is required to have equal access to the housing program.
 - a. The Authority defines a competent third party as one who has a license from the State of Maine to diagnose and treat physical impairment or disease, mental illness or emotional disorders.
- e. The Authority will provide a written decision to the person requesting the accommodation within a reasonable time. If a program participant is denied the accommodation or feels that alternative suggestions offered are inadequate, she or he may request an informal hearing to review the decision.
- f. A reasonable accommodation will be made for a person with a disability who requires an advocate or an accessible office. A designee of the person being accommodated will be allowed to provide information, but only with the permission of the person with the disability.

4. **Requesting an Accommodation**

- a. Under both Section 504 and the Fair Housing Act, a tenant/program participant or applicant for housing assistance makes a reasonable accommodation request whenever he or she makes it clear to the Authority that a request is being made for an exception, change, or adjustment to a rule, policy, practice, service, or physical structure because of his or her disability.
 - i. A request can be made by the person with the disability, a family member, or someone else acting on the individual's behalf, with that person's permission.
- b. The requested accommodation can be made orally or in writing.
 - i. For orally requested accommodations, the Authority will reduce the request to writing and review the written form for accuracy with the individual requesting an accommodation.
- c. All Authority mailings will be made available in an accessible format upon request, as a reasonable accommodation.

5. **Questions to Ask in Granting an Accommodation**

- a. Is the requester a person with a disability? For this purpose, the definition of a person with a disability is different from the definition used for admission. The Fair Housing definition used for this purpose is:

A person with 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.

(The disability may not be apparent to others, i.e., a heart condition).

- i. If the disability is not apparent or documented, the Authority will obtain verification that the person is a person with a disability.
- b. Is the requested accommodation related to the disability?

The Department of Justice defines this relationship as a nexus between the disability and requested accommodation. If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Authority will obtain documentation to determine if the requested accommodation is needed due to the disability. The Authority will not inquire as to the nature of the disability.

- c. How will the accommodation help the tenant/program participant have equal access, use, and enjoyment of the public housing development or voucher program?
- d. Are there any other suggestions for a reasonable accommodation that will enable the tenant to comply with the essential terms of the lease?
- e. Is there any other information that would be helpful in making the right accommodation for this person?

6. Reasonable Accommodation Committee

- a. The role of the Reasonable Accommodations Committee is to determine if the requested accommodation is reasonable for the Authority and/ or other properties it manages? In order to be determined reasonable, the accommodation must meet two criteria:
 - i. Would the accommodation constitute a fundamental alteration? A fundamental alteration is a modification that is so significant that it alters the essential nature of the Authority's operations. The Authority's business is housing. For example, an individual requests transportation to doctors' offices. This request would alter the fundamental business that the Authority conducts, housing, representing a fundamental alteration of Authority operations, and would not be reasonable.
 - ii. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. The Authority may request a meeting with the individual to investigate and consider equally effective alternatives, if the cost would be an undue burden, for example, a physical modification.
 - 2. An undue administrative burden is one that requires a fundamental alteration of the essential functions of the Authority, such as waiving a family obligation, etc.
 - 3. An undue financial burden is one that when considering the available resources of the agency, the requested accommodation would pose a significant financial hardship on the Authority.

7. Granting an Accommodation

- a. Generally the individual knows best what it is she or he needs; however, the Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Authority's programs or services.
- b. The Authority reserves the right to select the most efficient or economical choice, if more than one accommodation is equally effective in providing access to the Authority's programs and services.
- c. The cost necessary to carry out approved requests, including requests for physical modifications, will normally be borne by the Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Authority will seek to have the same entity pay for any restoration costs, if necessary.
- d. The Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit, if the tenant/ program participant requests as a reasonable accommodation that he or she be permitted to make physical modifications at his or her expense.
- e. Assistive Animals (please refer to the Pet Policy).
- f. Request for a transfer of unit as a reasonable accommodation.

- i. Such a request may be granted if no lesser action, such as modification(s) to the existing unit, would provide the accommodation.
 - ii. Elevators will not be the sole factor in determining if a resident need a transfer to a ground floor apartment.
 - iii. There must be a nexus between the disability and the transfer.
 - iv. A separate waiting list will be maintained for reasonable accommodation transfers.
 - v. Transfer fees identified by the transfer policy will be waived for households needing an accommodation.
 - vi. If the Executive Director makes an offer to a resident for a transfer of unit as a reasonable accommodation, the resident will have 5 days to accept the unit.
 - vii. If the offer is not accepted within the identified five day period, the offer will be deemed rejected and the resident's name will be placed at the end of the waiting list for the development, and/or other developments, if requested

- g. Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, ect.

8. Verification of Disability

- a. The AHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

9. Applying for Admission

- a. All persons who wish to apply for any of the AHA's programs must complete and submit an Auburn Housing Authority Preliminary Application. Applications will be made available in an accessible format upon request from a person with a disability.
- b. An updated application is completed at the eligibility appointment in the applicant's own handwriting, unless assistance is needed, or a request for accommodation is requested by a person with a disability. Applicants will then be interviewed by AHA staff to review the information on the application form. Verification of disability as it relates to 504, Fair Housing, or ADA reasonable accommodation will be requested at this time.
- c. A request for a reasonable accommodation by an applicant will not effect their placement on the waiting list, or be used in determining final eligibility and suitability.

10. Re-certification by Mail

- a. The HA may permit the family to submit annual and interim re-certification forms through the mail when the HA has determined that the request is necessary as a reasonable accommodation. The mail-in packet will include notice to the family of the AHA's deadline for returning the completed forms to the HA.
- b. If there is more than one adult member in the household, but only one is disabled, re-certifications will not be processed through the mail. In such cases, the able adult family members will be required to come in for the appointment but will be allowed to take the necessary forms home to the member with a disability for completion and signature.

11. Home Visits

- a. When requested and where the need for reasonable accommodation has been established, the HA will conduct home visits to conduct annual and interim re-certifications. Requests for home visit re-

certifications must be received by the HA at least 14 calendar days before the scheduled appointment date in order for the request to be considered. The HA will not consider home visit re-certifications which are requested after the scheduled appointment has been missed.

12. Other Accommodations

- a. The Housing Authority utilizes organizations, which provide assistance for hearing and sight-impaired persons when needed.
- b. A list of known accessible units will be provided upon request.
- c. The HA will refer families who have persons with disabilities to agencies in the community that offer services to persons with disabilities.

F. TRANSLATION OF DOCUMENTS AND INTERPRETER SERVICE

1. The Housing Authority, with a reasonable notice, will provide for non-English speaking clients.
2. In determining whether it is feasible to provide translation of documents written in English into other languages, the HA will consider the following factors:
 - a. Number of applicants and participants in the jurisdiction who do not speak English and speak another language.
 - b. Estimated cost to HA per client of translation of English written documents into the other language.
 - c. The availability of local organizations to provide translation services to non-English speaking families.

G. PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS) OBJECTIVES

[24 CFR 901 & 902]

1. The AHA operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that the AHA is using its resources in a manner that reflects its commitment to quality and service. The AHA policies and practices are consistent with the new Public Housing Assessment System (PHAS) outlined in the 24 CFR Parts 901 and 902 final published regulations.
2. The AHA is continuously assessing its program and consistently strives to make improvements. The AHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. The AHA intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS. The policies and procedures of this program are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

H. FAMILY OUTREACH

1. The HA will publicize and disseminate information to make known the availability of housing assistance and related services for very low-income families on a regular basis. When opening a closed waiting list, the HA will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, or by other suitable means.
2. To reach persons who cannot read the newspapers, the HA will distribute program information to other area media organizations, and will also utilize public service announcements.

3. The HA will communicate the status of housing availability to other service providers in the community, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

I. PRIVACY RIGHTS

1. Applicants and participants, including all adults in their households, are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.
2. The AHA's policy regarding release of information is in accordance with State and local laws that may restrict the release of family information.
3. Any and all information that would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the staff person designated by the Rental Programs Manager or designee.
4. The AHA's practices and procedures are designed to safeguard the privacy of applicants and tenants. All applicant and participant files will be stored in a secure location, which is only accessible by authorized staff.
5. AHA staff will not discuss or access family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

J. POSTING OF REQUIRED INFORMATION

1. The AHA will maintain a bulletin board in a conspicuous area of the central office that will contain:
 - a. Statement of policies and procedures governing Admissions and Continued Occupancy Policy (ACOP) or a notice of where the policy is available
 - b. Information on application taking
 - c. Directory of the AHA's housing sites including names, address of offices and office hours at each facility.
 - d. Income limits for Admission
 - e. Current schedule of routine maintenance charges
 - f. A copy of the lease
 - g. The AHA's grievance procedures as part of the ACOP
 - h. A Fair Housing Poster
 - i. An Equal Opportunity in Employment poster
 - j. Current Resident Notices
 - k. Required public notices

- l. Information on preferences
- m. Schedule of Utility Allowances (if applicable)
- n. Site developments will maintain a bulletin board in a conspicuous place, which will contain:
 - i. Tenant Selection policies (960.202 and 960.203)
 - ii. Information on application taking
 - iii. Income limits for admission
 - iv. Current schedule of maintenance charges
 - v. Copy of lease
 - vi. AHA's grievance procedures, as part of the ACOP
 - vii. Fair Housing poster
 - viii. Equal Opportunity in Employment poster
 - ix. Current Resident Notices
 - x. Mission Statement
 - xi. Information on Screening and Eviction for Drug Abuse and Other Criminal Activity.

K. TERMINOLOGY

1. The Housing Authority of Auburn is referred to as "AHA" or "Housing Authority" or "HA" throughout this document.
2. "Family" is used interchangeably with "Applicant," "Resident" or "Participant" or and can refer to a single-person family.
3. "Tenant" is used to refer to participants in terms of their relation as a lessee to the AHA as the landlord.
4. "Landlord" refers to the AHA.
5. "Disability" is used where "handicap" was formerly used.
6. "Noncitizens Rule" refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.
7. See Glossary for other terminology.

Chapter 2

ELIGIBILITY FOR ADMISSION

[24 CFR Part 960, Subpart B]

INTRODUCTION

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

A. QUALIFICATION FOR ADMISSION

1. It is the AHA's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:
 - a. Is a family as defined in this Chapter;
 - b. Heads a household where at least one member of the household is either a citizen or eligible non-citizen. (24 CFR Part 5, Subpart E).
 - c. Is income eligible;
 - d. Provides a Social Security number for all family members, age 6 or older, or will provide written certification that they do not have Social Security numbers;
 - e. Furnishes declaration of Citizenship of Eligible Immigrant Status and verification where required.
 - i. At least one member of the applicant family must be either a US Citizen or have eligible immigration status before the AHA may provide any financial assistance.
 - f. Signs required consent forms;
 - g. Meets or exceeds the tenant Selection and Suitability Criteria as set forth in this policy.
2. Timing for the Verification of Qualifying Factors
 - a. The family's initial eligibility for placement on the waiting list will be made in accordance with the preliminary eligibility factors.
 - b. Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for final eligibility processing for offering an unit, unless the AHA determines that such eligibility is in question, whether or not the family is at or near the top of the waiting list.

B. FAMILY COMPOSITION

1. Definition of Family

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

- i. A group of persons is defined by the AHA as two or more persons who intend to share residency whose income and resources are available to meet the family's needs, and will live together in AHA housing.
 - b. Elderly, disabled, and displaced families are defined by HUD in CFR 5.403.
 - c. The term "Family" also includes, but is not limited to:
 - i. A family with or without children;
 - ii. An elderly family;
 - iii. A disabled family;
 - iv. A displaced family;
 - v. The remaining member of a tenant family;
 - vi. A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a tenant family;
 - vii. Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family;
 - viii. Two or more near-elderly persons living together, or one or more near-elderly persons living with one or more live-in aides.
 - d. The temporary absence of a child from the home due to placement in foster care shall be considered in determining the family composition and family size. This provision only pertains to the child's temporary absence from the home and is not intended to artificially enlarge the space available for other family members.
 - a. Temporary absence is 180 days or less.
 - e. Unborn children and children in the process of being adopted are considered family members for the purposed of determining bedroom size but are not considered family members for determining income limits.
2. Head of Household
- a. The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.
3. Spouse of Head
- a. Spouse means the husband or wife of the head.
 - b. For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.
4. Co-head

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

5. Live-In Attendants

- a. A Family may include a live-in aide provided that such live-in aide:
 - i. Is determined by the AHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,
 - ii. Is not obligated for the support of the person(s), and
 - iii. Would not be living in the unit except to provide care for the person(s).
- b. A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:
 - i. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
 - ii. Live-in aides are not subject to Non-Citizen Rule requirements.
 - iii. Live-in aides may not be considered as a remaining member of the tenant family.
- c. Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.
- d. Family members of a live-in attendant may also reside in the unit, providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.
- e. A Live-in Aide may only reside in the unit with the approval of the AHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor or social worker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.
- f. The AHA will approve a live-in aide if needed as a reasonable accommodation to make the program accessible or usable by the family member with a disability. Approval of a live-in aide for reasonable accommodation will be in accordance with CFR 24 Part 8 and the reasonable accommodations section in Chapter 1 of this Admissions and Continued Occupancy Plan.
- g. Verification of the need for a live-in aide must include the hours the care will be provided.
- h. After the AHA approves the addition of a live-in aide on behalf of a resident, the resident must submit a specific live-in aide's name and information for approval by the AHA within 30 calendar days of the AHA's notification.
 - i. If the 30 calendar days expire, the resident will have to resubmit an application for approval of a live-in aide.
- i. A specific live-in aide may only reside in the unit with the approval of the AHA. The AHA shall make the live-in aide subject to the agency's normal screening criteria.

- j. The AHA will require the live-in aide to execute a lease rider agreeing to abide by the terms and conditions of occupancy set forth in the lease agreement. If the live-in aide violates provisions of the lease rider, the AHA may take action against the live-in aide separate from action against the assisted family.
- k. If the live-in aide or their family members participate in drug-related or criminal activity, the AHA will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to the grievance hearing process of the agency.
- l. The AHA has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in this Chapter.

C. Income eligibility

- 1. Has an Annual Income at the time of admission that does not exceed the **low** income limit for occupancy established by HUD and posted separately in the AHA offices for admission to developments or scattered-site units that were available for occupancy before 10/1/1981.
- 2. Has an Annual Income at the time of admission that does not exceed the **very low** income limit for occupancy established by HUD and posted separately in the AHA offices for admission to developments or scattered-site units that were available for occupancy on or after 10/1/1981.
- 3. Income limits apply only at admission and are not applicable for continued occupancy
- 4. A family may not be admitted to the public housing program from another assisted housing program (e.g. tenant based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the AHA.
- 5. If the AHA acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
- 6. Income limit restrictions do not apply to families transferring within the AHA's public housing program.
- 7. Over income families
 - a. The AHA will rent units to over-income families on a month to month basis, if there are no eligible families applying for assistance that month.
 - b. Over-income families must agree to vacate the unit with at least 30 day's notice provided by the AHA, if the unit is needed for an income-eligible family.
 - c. The AHA will publish a notice in locally circulated papers if the AHA determines the need to house over-income families.

D. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]

- 1. Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.
- 2. Failure to furnish verification of social security numbers is grounds for denial of admission or termination of tenancy.
- 3. If a member does not have a Social Security Number they must sign a certification stating that they do not have one. The certification shall:

- a. state the individual's name,
- b. state that the individual has not been issued a Social Security Number;
- c. state that the individual will disclose the Social Security Number, if they obtain one at a later date;
- d. be signed and dated.

E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

1. In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.
2. For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.
3. Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their income-based assistance (TTP) will be pro-rated and that they may request a hearing if they contest this determination. If such a family chooses flat rent, the flat rent will not be pro-rated if the flat rent is greater than the Public Housing Maximum Rent. If the Public Housing Maximum Rent is greater than the flat rent, and the family chooses flat rent, the flat rent will be pro-rated.
4. No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.
5. Noncitizen students defined by HUD in the noncitizen regulations are not eligible for assistance.
6. The AHA will establish and verify eligibility no later than the date of the family's annual reexamination following October 21, 1998.
7. No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

F. SIGNING CONSENT FORMS

1. In order to be eligible, each member of the family who is at least 18 years of age, and each head, spouse, or co-head regardless of age, shall sign one or more consent forms.
2. The consent forms must contain, at a minimum, the following:
 - a. A provision authorizing HUD or the AHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - b. A provision authorizing HUD or the AHA to verify with previous current or anticipated employers income information pertinent to the family's eligibility for assistance;
 - c. A provision authorizing HUD to request income information from the IRS and SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefit;
 - d. A statement that the authorization to release information requested by the consent form expires 15 months after the date the consent form is signed.

G. OTHER ELIGIBILITY CRITERIA

1. All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.
2. All application must respond to a written request for information or request to declare their continued interest in the program.
3. All applicants must demonstrate through an assessment of current and past behavior the ability:
 - a. to pay rent and other charges as required by the lease in a timely manner;
 - b. to care for and avoid damaging the unit and common areas;
 - c. to use facilities, appliances and equipment in a reasonable way;
 - d. to create no health or safety hazards, and to report maintenance needs in a timely manner;
 - e. not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
 - f. not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the AHA premises;
 - g. not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed;"
 - h. not to contain a household member subject to lifetime sex offender registration requirement under a State Sex offender registration program;
 - i. to comply with necessary and reasonable rules and program requirements of HUD and the AHA; and,
 - j. to comply with local health and safety codes.
4. Denial of Admission for Previous Debts to This or Any Other AHA
 - a. Previous outstanding debts to the AHA or any PHA resulting from a previous tenancy in the public housing or Section 8 program must be paid in full prior to admission.
 - b. Applicants with previous AHA debts must, at the AHA's sole discretion, enter into a Payment Agreement, or pay the balance in full prior to further consideration. If the applicant's payments are current at the time of final eligibility determination, the applicant may be offered a unit and continue to make payments.
 - c. If a Payment Agreement falls into arrears while the family is on the waiting list, as defined in this policy, the family will be required to pay the balance in full prior to admission.
 - d. Circumstances for approval of a Payment Agreement after the offer is made include, but are not limited to, a determination that the family has been current on their payment agreement while they have been on the waiting list. Any remaining balance must be included on a Payment Agreement.
 - e. The AHA reserves the right, in the case of extreme hardship, to amend the Payment Agreement. Full documentation of the hardship will be required. In no case will the debt be forgiven.

- f. Either spouse is responsible for the entire debt incurred as a previous AHA tenant. Minor children of the head or spouse who had incurred a debt to the AHA will not be held responsible for the parent's previous debt.

H. DENIAL OF ADMISSION FOR DRUG-RELATED AND/OR OTHER CRIMINAL ACTIVITY

1. Purpose

- a. All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the Auburn Housing Authority to fully endorse and implement a policy that is designed to:
 - i. Help create and maintain a safe and drug-free community;
 - ii. Keep our program participants free from threats to their personal and family safety;
 - iii. Support parental efforts to instill values of personal responsibility and hard work;
 - iv. Help maintain an environment where children can live safely, learn and grow up to be productive citizens; and
 - v. Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

2. Administration

- a. All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or against other legally protected groups, and not to violate right to privacy.
- b. To the maximum extent possible, the AHA will involve other community and governmental entities in the promotion and enforcement of this policy.

3. HUD Definitions

- a. "Drug-related criminal activity" is the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
- b. Drug-related criminal activity means *on or off the premises, not just on or near the premises*.
- c. "Covered person" means a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.
- d. "Criminal activity" includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the AHA.
- e. "Drug" means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
- f. "Guest" for purposes of this Chapter, means 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.
- g. "Household" means the family and AHA-approved live-in aide.

- h. "Other person under the tenant's control," for the purposes of the definition of "covered person", means that the person, although not staying as a guest (as defined above) in the unit is, or was at the time of the activity in question, on the premises (as defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.
- i. "Premises" means the building or complex or development in which the public housing dwelling unit is located, including common areas and grounds.
- j. "Violent criminal activity" means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

4. Screening for Drug Abuse and Other Criminal Activity

- a. In an effort to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, the AHA will endeavor to screen applicants as thoroughly and fairly as possible.
- b. If in the past the AHA initiated a lease termination, which may or may not have resulted in eviction for any reason cited under the Screening and Eviction for Drug Abuse and Other Criminal Activity Notice, for a family, as a prior resident of public housing, the AHA shall have the discretion to consider all circumstances of the case regarding the extent of participation by non-involved family members.
- c. Initial screening will be limited to routine inquiries of the family and any other information provided to the AHA regarding this matter. The inquiries will be standardized and directed to all applicants by inclusion in the application form.
- d. If the screening indicates that any family member has been arrested or convicted for drug-related or violent criminal activity, the AHA shall obtain verification through police/court records.

5. Use of Law Enforcement Records

- a. The AHA will check criminal history for all adults in the household to determine whether any member of the family has engaged in violent or drug-related criminal activity.
- b. The AHA will check criminal history for all adults in the household to determine whether any member of the family is subject to a lifetime sex offender registration requirement.
- c. The AHA has contracted with the Maine State Bureau of Identification and the Auburn Police Department an FBI approved channeling agent, to process and funnel requests in order to obtain National Crime Information Center (NCIC) data for the purpose of accessing FBI criminal records.
- d. The AHA will do a name and social security number check only through its local law enforcement agency to access limited information from the NCIC.

6. Standard for Violation

- a. Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to Public Housing for a three-year period beginning on the effective date of such eviction.
- b. The AHA will admit, at its sole discretion, the household if the AHA determines:
 - i. The person demonstrates successful completion of a rehabilitation program approved by the AHA, or

- ii. The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person has died or is imprisoned.
- c. No member of the applicant's family may have engaged in drug related or violent criminal activity within the past three years.
- d. The AHA will deny participation in the program to applicants where the AHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the AHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.
- e. The AHA will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous six months.
- f. "Engaged in or engaging in or recent history of" drug-related criminal activity means any act within the past three years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.
- g. "Engaged in or engaging in or recent history of" criminal activity means any act within the past three years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the AHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.
- h. In evaluating evidence of negative past behavior, the AHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.
- i. The AHA will consider waiving the requirement regarding drug-related criminal activity if:
 - i. The person demonstrates successful completion of a credible rehabilitation program approved by the AHA; or
 - ii. The person demonstrates consistent participation in professional rehabilitation for two of the past three years; or
 - iii. The individual involved in drug-related criminal activity is no longer in the household because the person is incarcerated.
- j. The AHA may permit eligibility for occupancy and impose conditions that the involved family member(s) does not reside in the unit. The AHA will consider evidence that the person is no longer in the household such as divorce decree/incarceration/death/copy of a new lease with the owner's telephone number and address/or other substantiating evidence.

7. Permanent Denial of Admission

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

8. Prohibition on Persons Subject to Lifetime Sex Offender Registration Requirement

- a. The AHA will deny admission to public housing to any family in which a family member is subject to a lifetime sex offender registration requirement. This provision will not be waived. The AHA shall perform necessary criminal history background checks in the State where the housing is located and in any other States where household members are known to have resided.

9. Other criminal activity

- a. "Other criminal activity" means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.
- b. For the purposes of this policy, this is construed to mean that a member of the current family has been arrested or convicted of any criminal or drug-related criminal activity within the past thirty-six months.
- c. HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.
- d. Applicants and/or their household members who have been convicted of criminal sexual conduct, including but not limited to sexual assault, incest, statutory sexual seduction, open and gross lewdness, or child abuse, and are required by law to register as a sex offender will be prohibited from participation in the public housing program.
- e. No family member may have engaged in or threatened abusive or violent behavior toward AHA personnel at any time.
- f. No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last thirty-six months.
- g. Even if a person has served time in jail and has now been released on probation, that person cannot be admitted into public housing unless three years has passed since the completion of probation.
- h. If the only sentence was probation, three years must have elapsed, without incident, since completion of probation, in order to be considered eligible for public housing.
- i. A person who is released from jail with no probation requirement would have to operate on the outside for three years with no further evidence of the prohibited activities in order to be considered eligible for admission.
- j. A person who has been convicted of any crime involving bodily injury would not be considered for admission until three years has passed since full repaying of the social debt, including probation.

10. Evidence

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

weight of all evidence.

- c. "Credible evidence" may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by AHA inspectors and/or investigators.
- d. The AHA may pursue fact-finding efforts as needed to obtain credible evidence.

11. Obtaining Information From Drug Abuse Treatment Centers

- a. The AHA will:
 - i. Request for certain household members. The AHA shall submit a request to a drug abuse treatment facility only with respect to each proposed household member:
 - 1. Whose criminal record indicates prior arrest or conviction for any criminal activity that may be a basis for denial of admission; or
 - 2. Whose prior tenancy records indicate that the proposed household member:
 - Engaged in the destruction of property;
 - Engaged in violent activity against another person; or
 - Interfered with the right of peaceful enjoyment of the premises of other residents.
- b. The written consent form shall authorize the AHA to receive information from the drug abuse treatment facility stating only whether the facility has reasonable cause to believe that the applicant is currently engaging in the illegal use of a controlled substance.
- c. The AHA will maintain such information received from a drug abuse treatment facility in a manner that respects its confidentiality.
- d. Such confidential information will be reviewed by the AHA staff, who will make a decision as to the outcome of the review.
- e. Such confidential information will not be misused or improperly disseminated and will be destroyed not later than 5 business days after the date on which the AHA gives final approval for admission.
- f. If the application is denied, the information will be destroyed within 10 business days following the date on which the statute of limitations for commencement of a civil action from the applicant based upon the denial of admission has expired.

12. Confidentiality of Criminal Records

- a. The AHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.
- b. All criminal reports, while needed by Rental Programs Manager, Property Managers, Occupancy Staff or designee, for screening for criminal behavior, will be housed in a locked file with access restricted to individuals responsible for such screening.
- c. Misuse of the above information by any employee will be grounds for termination of employment. Penalties for misuse are contained in Personnel Policies.

- d. If the family is determined eligible for initial or continued assistance, the AHA's copy of the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.
- e. If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.
- f. The AHA will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report

13. Disclosure of Criminal Records to Family

- a. Before the AHA takes any adverse action based on a criminal conviction record, the applicant and subject of record will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Tenants may contest such records at the grievance hearing or court hearing in the case of evictions.

14. Hearings (See Chapter titled "Complaints, Grievances and Appeals")

- a. If information is revealed that would cause the AHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the AHA's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.

I. SCREENING FOR SUITABILITY [24 CFR 960.203, 960.204, 960.205]

1. In developing its admission policies, the aim of the AHA is to attain a tenant body composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families and families with serious social problems. Therefore, it is the policy of the AHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.
2. The AHA will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification.
3. An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in denial of admission.
4. Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance that they can demonstrate that they have or will have at the time of admission. (24 CFR 8.3, Definition: Qualified Individual with Handicaps) The availability of assistance is subject to verification by the AHA.
 - a. The AHA does not permit a parent or legal guardian to co-sign the lease on the applicant's behalf if the head of household is under 18 and, under State/local law, does not have the legal capacity to enter into a legally binding contract
5. As a part of the final eligibility determination, the AHA will screen each applicant household to assess their suitability as renters.
 - a. The AHA will complete a rental history check on all applicants.
 - b. The AHA will complete a credit check on all applicants.
 - c. The AHA shall rely upon sources of information which may include, but are not limited to, AHA records,

personal interviews with the applicant or tenant, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians or the police department, and home visits for persons who have had negative landlord reference(s) for poor housekeeping habits.

6. This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant 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.
7. The AHA will complete a home visit at the current residence of all applicants within the Lewiston Auburn MSA and the Auburn Housing Authority's jurisdiction. Applicants shall have at least two working days advance written notice of home visits.
8. Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a tenant, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.
9. The AHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:
 - a. The applicant's past performance in meeting financial obligations, especially rent.
 - b. Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.
 - c. Any history of criminal activity on the part of any applicant family member involving criminal acts, including drug-related criminal activity.
 - d. Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.
 - e. Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other tenants.
 - f. Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.
 - g. The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the AHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.
10. The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:
 - a. 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. [24CFR 960.203(c)]
 - b. Adversely affect the physical environment or financial stability of the project. [24CFR 960.203(c)]
 - c. Violate the terms and conditions of the lease. [24CFR 960.203(c)].

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

11. Rent Paying Habits

- a. The AHA will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from three former landlords or a period for up to the past 7 years.
- b. Based upon these verifications, the AHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past 7 years for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.
 - i. Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent due to substandard housing conditions in a manner consistent with a local ordinance; or had a poor rent paying history clearly related to an excessive rent relative to their income (using 50% of their gross income as a guide,) and responsible efforts were made by the family to resolve the nonpayment problem.
- c. The lack of credit history will not disqualify a family, but a poor credit history may disqualify a family.
- d. Where past rent paying ability cannot be documented, the AHA will check with the utility company(s) to determine whether the family has been current and timely on their payments.

12. Screening Applicants Who Claim Mitigating Circumstances

- a. Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.
- b. If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the AHA's screening assessment of the applicant, mitigating circumstances must be verifiable.
- c. If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the AHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. The AHA shall also have the right to request further information reasonably needed 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.
- d. Examples of Mitigating Circumstances
 - i. Evidence of successful rehabilitation;
 - ii. Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by the AHA;

- iii. Evidence of successful and sustained modification of previous disqualifying behavior.
- e. Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The AHA will consider such circumstances in light of:
 - i. The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and
 - ii. The applicant's overall performance with respect to all the screening requirements.

12. Qualified and Unqualified Applicants

- a. Information that has been verified by the AHA will be analyzed and a determination will be made with respect to:
 - i. The eligibility of the applicant as a *family*;
 - ii. The eligibility of the applicant with respect to income limits for admission;
 - iii. The eligibility of the applicant with respect to citizenship or eligible immigration *status*;
 - 1. Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and AHA procedures, except for a pending AHA hearing
 - iv. Any local preference to which the family is entitled.
- b. Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. The AHA shall provide applicants an opportunity for an informal hearing (see Chapter titled "Complaints, Grievances, and Appeals.")
- c. Applicants who have requested a reasonable accommodation as a person with a disability and who have been determined eligible, but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the screening procedures.
- d. The AHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the AHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the AHA, such as turnover rates, and market demands as they affect bedroom sizes and project location.

13. Documenting Findings

- a. An authorized representative of the AHA shall document any pertinent information received relative to the following:
 - i. Criminal Activity - includes the activities listed in the definition of criminal activity in this Chapter.
 - ii. Pattern of Violent Behavior - includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.
 - iii. Pattern of Drug Use - includes a determination by the AHA that the applicant has exhibited a pattern

of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

- iv. Drug-Related Criminal Activity - includes a determination by the AHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance.
 - v. Pattern of Alcohol Abuse - includes a determination by the AHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
 - vi. Initiating Threats - or behaving in a manner indicating an intent to assault employees or other tenants.
 - vii. Abandonment of a Public Housing Unit - without advising AHA officials so that staff may secure the unit and protect its property from vandalism.
 - viii. Non-Payment of Rightful Obligations - including rent and/or utilities and other charges owed to the AHA or any other AHA.
 - ix. Intentionally Falsifying an Application for Leasing - including uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.
 - x. Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior - consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.
 - xi. Grossly Unsanitary or Hazardous Housekeeping - includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.
 - xii. Destruction of Property from previous rentals.
- b. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects.
 - c. The AHA may waive the policies prohibiting admission in these circumstances if the person demonstrates to the AHA's satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and has successfully completed a supervised drug or alcohol rehabilitation program.

14. Prohibited Criteria for Denial of Admission

- a. Applicants will NOT be rejected because they:
 - i. Have no income;

- ii. Are not employed;
- iii. Do not participate in a job training program;
- iv. Will not apply for various welfare or benefit programs;
- v. Have children;
- vi. Have children born out of wedlock;
- vii. Are on welfare;
- viii. Are students.

J. HEARINGS

1. If information is revealed that would cause the AHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the AHA's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.

Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

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

A. HOW TO APPLY

1. Families who wish to apply for any of the AHA's programs must complete a written application form when application-taking is open. Applications will be made available in an accessible format upon request from a person with a disability. Applications will be accepted during regular business hours at:

20 Great Falls Plaza

PO BOX 3037

Auburn, ME 04212-3037
2. Persons with disabilities may call the AHA to receive an application through the mail or make other arrangements to complete their preapplication. A Telecommunication Device for the Deaf (TDD) is available for the hearing impaired. The TDD number is (207) 784-5545.
3. Applications will be mailed to interested families upon request.
4. Applications will be accepted at the AHA business office for all waiting lists.
5. Applicants may choose which site-based waiting list they wish to be placed on, regardless of the application site.
6. The application process will involve two phases.
 - a. The first is the "initial" application for admission (referred to as a preapplication). This first phase is to determine the family's eligibility for, and placement on, the waiting list.

The preapplication will be dated, time-stamped, and referred to the AHA's office where tenant selection and assignment is processed.
 - b. The second phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the AHA ensures that verification of all HUD and AHA eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

B. "INITIAL" APPLICATION PROCEDURES

1. The AHA will utilize a preliminary application form (pre-application) for the initial application for public housing. The application may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.
2. The purpose of the preapplication is to permit the AHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.
3. Translation will be provided for non-English speaking applicants.
4. The preapplication will contain questions designed to obtain the following information:
 - a. Names of head and spouse
 - b. Names of adult members and ages of all members
 - c. Number of family members (used to estimate bedroom size needed)
 - d. Street address and phone numbers
 - e. Mailing address (if PO Box or other permanent address)
 - f. Annual income
 - i. Source(s) of income received by household members to determine preference qualification
 - g. Sufficient additional information to determine preference qualification
 - h. Information regarding request for reasonable accommodation or for accessible unit
 - i. Social Security Numbers
 - j. Race/ethnicity
 - k. Arrests/Convictions for Drug Related or Violent Criminal Activity
 - l. Questions regarding previous participation in HUD programs
5. Duplicate applications, including applications from a segment of an applicant household, will not be accepted. Incomplete applications will not be placed on the waiting list.
6. Preapplications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.
7. Applicants are requested to inform the AHA in writing of changes in family composition, income, and address, as well as any changes in their Preference status. Applicants are also required to respond to requests from the AHA to update information on their application, or to determine their continued interest in assistance.
8. Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list. (See Chapter on Complaints, Grievances and Appeals.)

C. NOTIFICATION OF APPLICANT STATUS

1. If after a review of the preapplication the family is determined to be preliminarily eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation).
2. This written notification of preliminary eligibility will be mailed to the applicant by first class mail.

D. COMPLETION OF A FULL APPLICATION

1. The application will contain questions designed to obtain the following information:
 - a. Names of head and spouse

- b. Names of adult members and ages of all members
 - c. Number of family members (used to estimate bedroom size needed)
 - d. Street address and phone numbers
 - e. Mailing address (if PO Box or other permanent address)
 - f. Annual income
 - i. Source(s) of income received by household members to determine preference qualification
 - g. Sufficient additional information to determine preference qualification
 - h. Information regarding request for reasonable accommodation or for accessible unit
 - i. Social Security Numbers
 - j. Race/ethnicity
 - k. Arrests/Convictions for Drug Related or Violent Criminal Activity
 - l. Previous addresses
 - m. Names and addresses of current and previous landlords
 - n. Emergency contact person and address
 - o. Questions regarding previous participation in HUD programs
2. All preferences claimed on the application or while the family is on the waiting list will be verified:
 - a. After the family is selected from the waiting list, and prior to completing the final eligibility determination.
 3. If a preference cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed.
 4. The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.
 5. Applicants on the waiting list who will be selected in the near future will be sent a preference verification and eligibility appointment letter (see Chapter on Tenant Selection and Assignment Plan). The letter will notify the applicant of an application interview and request the applicant to bring all documents which verify all factors to be verified. Factors to be verified will be listed in the letter. Applicants will be required to:
 - a. Complete a Personal Declaration Form
 - b. Complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability. Applicant will then be interviewed by AHA staff to review the information on the full application form.
 - c. Participate in a full application interview with a AHA representative during which the applicant will be required to furnish complete and accurate information verbally as requested by the interviewer. The AHA interviewer will complete the full application form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.
 6. These documents will be used for verification only if third party verification cannot be obtained.
 7. The full application will be completed when the applicant attends the interview.
 8. Requirement to Attend Interview
 - a. The AHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other AHA services or programs which may be available.

- b. All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.
 - c. It is the applicant's responsibility to reschedule the interview if she or he misses the appointment. The applicant must reschedule the appointment within 10 business days of the missed appointment. If the applicant does not reschedule or misses one scheduled meeting, the PHA will reject the application.
 - d. Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.
 - e. If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing. (See Chapter on Complaints, Grievances and Appeals.)
9. All adult members, and head of household and spouse regardless of age, must sign form HUD-9886, "Release of Information," the declarations and consents related to citizenship/immigration status and any other documents required by the AHA. Applicants will be required to sign specific verification forms for information that is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and releases as required by the AHA.
10. Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility, and rent calculation.
11. If the AHA determines at or after the interview that additional information or document(s) are needed, the AHA will request the document(s) or information in writing. The family will be given two working days to supply the information.
12. If the information is not supplied in this time period, the AHA will provide the family a notification of denial for assistance. (See Chapter on Complaints, Grievances and Appeals.)

E. PROCESSING APPLICATIONS

- 1. As families approach the top of the waiting list, the following items will be verified to determine qualification for admission to the AHA's housing:
 - a. Preference verification
 - b. Family composition and type (elderly/non elderly)
 - c. Annual Income
 - d. Assets and Asset Income
 - e. Deductions from Annual Income
 - f. Social Security Numbers of all family members
 - g. Information used in applicant screening
 - h. Citizenship or eligible immigration status
 - i. Criminal History Report

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

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

2. Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.
3. The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list.
4. Any time after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within 3days of the change. If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for informal hearing.

Chapter 4

TENANT SELECTION

(Includes Preferences and Managing the Waiting List)

[24 CFR 960.203, 960.204, 960.205, 960.206]

INTRODUCTION

It is the AHA's policy that each applicant shall be assigned an appropriate place on the waiting list(s) for the project(s) in which the applicant wishes to reside.

Applicants will be listed in sequence based upon:

- Qualification for any local preference(s)
- Date and time the application is received,
- The size and type of unit they require.

In filling an actual or expected vacancy, the HA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of accomplishing deconcentration of poverty and income-mixing objectives. The HA will offer the unit until it is accepted. This Chapter describes the AHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

1. AHA's Objectives

- a. AHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.
- b. It is the AHA's objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.
- c. When appropriate units are available, families will be selected from the waiting list in their preference-determined sequence.
- d. By maintaining an accurate waiting list, the HA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on the AHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

A. MANAGEMENT OF THE WAITING LIST

1. The HA will administer its waiting list as required by 24 CFR Part 5, Part 945 and Part 960, Subparts A and B. The waiting list will be maintained in accordance with the following guidelines:
 - a. The application will be a permanent file.
 - b. All applicants in the pool will be maintained in order of preference.
 - c. Applications equal in preference will be maintained by date and time.
 - d. All applicants must meet applicable income eligibility requirements as established by HUD.
2. Opening and Closing the Waiting Lists
 - a. The HA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.
 - b. The HA may open or close the list by local preference category.
 - c. The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a local preference, and the ability of the HA to house an applicant in an appropriate unit within a reasonable period of time.
 - d. When the HA opens the waiting list, the HA will advertise through public notice in the Lewiston/Auburn newspapers and other appropriate media entities including minority publications and public access cable. Notices will be distributed to other area social service agencies and programs.
 - e. Any reopening of the list is done in accordance with the HUD requirements.
 - f. To reach persons with disabilities, the HA will provide separate notice to local organizations, such as Alpha One, representing the interests and needs of the disabled.
 - g. The notice will contain:
 - i. The dates, times, and locations where families may apply.
 - ii. The programs for which applications will be accepted.
 - iii. A brief description of the program.
 - iv. Limitations, if any, on who may apply.
 - h. The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the HA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.
 - i. Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

3. When Application Taking is Suspended

- a. The HA may suspend the acceptance of applications if there are enough local preference holders to fill anticipated openings for the next 12 months.
- b. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.
- c. During the period when the waiting list is closed, the HA will not maintain a list of individuals who wish to be notified when the waiting list is open.
- d. The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next 12 months.
- e. When accepting applications, the HA will add new applicants to the list by:
 - i. Separating the applicants into groups based on preferences and unit size and ranking applicants within each group by date and time of application.

4. Limits on Who May Apply

- a. When the waiting list is open, any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete a preliminary application.
- b. When the preliminary application is submitted to the HA, it establishes the family's preference and date and time of application for placement order on the waiting list.

5. Multiple Families in Same Household

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

B. SITE BASED WAITING LISTS

1. The HA offers a system of site-based waiting lists.
2. Applicants may choose the site-based waiting list(s) on which they wish to be placed.
3. When there are insufficient applicants on a site-based waiting list, the HA may contact applicants on other site-based waiting lists who may qualify for the type of housing with insufficient applicants. "Insufficient applicants" on a list will be defined as not enough families to fill vacancies for at least 6 months, based on anticipated turnover at the development.
4. Every reasonable action will be taken by the HA to assure that applicants can make informed choices regarding the project(s) in which they wish to reside. The HA will disclose information to applicants regarding the location of available sites, and basic information relative to amenities such as day care, security, transportation, and an estimate of the period of time the applicant will likely have to wait to be admitted to units of different types.

5. Monitoring Site-Based Waiting Lists

- a. The system of site-based waiting lists will be carefully monitored to assure that civil rights and fair housing are affirmatively furthered.
- b. The HA will assure that the site-based waiting list is not being implemented in a discriminatory manner, and that no patterns or practices of discrimination exist.

C. WAITING LIST PREFERENCES

1. A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list. Every applicant must meet the AHA's Selection Criteria as defined in this policy.
2. The AHA's preference system will work in combination with requirements to match the characteristics of the family to the type of unit available, including units with targeted populations, and further deconcentration of poverty in Public Housing. When such matching is required or permitted by current law, the HA will give preference to qualified families.
3. Families who reach the top of the waiting list will be contacted by the HA to verify their preference and, if verified, the HA will complete a full application for occupancy. Applicants must complete the application for occupancy and continue through the application processing and may not retain their place on the waiting list if they refuse to complete their processing when contacted by the HA.
4. An applicant will not be granted any Local Preference if any member of the family has been evicted from housing assisted under a 1937 Housing Act Program during the past three years because of drug-related criminal activity.
5. The HA will grant an exception to such a family if:
 - a. The responsible member no longer resides with the family
 - b. The evicted person clearly did not participate in or know about the drug-related activity.
6. If an applicant makes a false statement in order to qualify for a Local Preference, the HA will deny admission to the program for the family
7. Local Preferences

- a. The AHA uses the following Local Preferences:

- i. Auburn Resident

1. Applicants qualify for this preference if:
 - a. Their principal residence is located within Auburn Housing Authority's area of operation which includes Auburn, Mechanic Falls, Minot, New Gloucester, Poland or Turner, or
 - b. The head, spouse or co-head works for an employer located within Auburn Housing Authority's area of operation which includes Auburn, Mechanic Falls, Minot, New Gloucester, Poland or Turner, or
 - c. The head, spouse, or co-head attends school at an accredited educational institution in Auburn.

For purposes of this preference, an educational program located in Lewiston, such as L/A College or CMCC, that serves Auburn communities, will qualify for the residency preference.

ii. Working Families

1. Applicants qualify for this preference if the head, spouse or co-head has wage income, OR, the head, spouse, co-head, or sole member is age 62 or older or disabled.

iii. Involuntarily Displaced Preference

1. Involuntarily displaced applicants are applicants who have been involuntarily displaced due to fire, flood or other natural disaster, and are not living in standard, permanent replacement housing, or will be involuntarily displaced within no more than six months from the date of preference status certification by the family due to government action.
2. Families are considered to be displaced if they are required to vacate housing as a result of:
 - a. A disaster (fire, flood, earthquake, etc.) that has caused the unit to be uninhabitable.
 - b. Federal, State or local government action related to code enforcement, public improvement or development.
 - c. Due to HUD disposition of a multifamily project under Section 203 of the Housing and Community Development Amendments of 1978.
 - d. Actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member who lives in the unit with the family.
 - i. The actual or threatened violence must have occurred within the past 7 days or be of a continuing nature.
 - ii. An applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced.
 - iii. To qualify for this preference, the abuser must still reside in the unit from which the victim was displaced. The applicant must certify that the abuser will not reside with the applicant unless the PHA gives prior written approval.
 - iv. The PHA will approve the return of the abuser to the household under the following conditions:
 1. The PHA verifies that the abuser has received therapy or counseling that appears to minimize the likelihood of recurrence of violent behavior.
 2. A counselor, therapist or other knowledgeable professional recommends in writing that the individual be allowed to reside with the family.
 - v. If the abuser returns to the family without approval of the PHA, the PHA will deny or terminate assistance for breach of the certification.
 - vii. The PHA will take precautions to ensure that the new location of the family is concealed in cases of domestic abuse. (For procedures in unit offer for domestic violence see the section in this chapter)

3. Standard Replacement Housing

a. In order to receive the displacement preference, applicants who have been displaced must not be living in "standard, permanent replacement housing."

i. Standard replacement housing is defined as housing that is decent, safe and sanitary according to Housing Quality Standards, that is adequate for the family size according to Housing Quality Standards and HA Occupancy criteria, and that the family is occupying pursuant to a written or oral lease or occupancy agreement.

1. Standard replacement housing does not include transient facilities, hotels, motels, or temporary shelters.

4. Displacement does not include any individual imprisoned or detained pursuant to State Law or an Act of Congress.

iv. Treatment of Single Applicants

1. All families with children, elderly families and disabled families will have an admission preference over "Other Singles".

v. Singles Preference

1. Definition of Singles Preference: Single applicants who are elderly, disabled, homeless or displaced will be given a selection priority over all "Other Single" applicants regardless of preference status.

D. ORDER OF SELECTION FOR GENERAL OCCUPANCY (FAMILY) DEVELOPMENTS

1. The HA has established local admissions preferences for general occupancy (family) developments (see Local Preferences).
2. Points will be given for each local preference the family qualifies for. Families will be selected based on their number of preference points. Among applicants with equal preference points, the waiting list will be organized by date and time.

E. ORDER OF SELECTION FOR MIXED POPULATION DEVELOPMENTS

1. A mixed population project is a public housing project, or portion of a project that was reserved for elderly families and disabled families at its inception (and has retained that character).
2. In accordance with the 1992 Housing Act, elderly families whose head spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.
3. No limit will be established on the number of elderly or disabled families that may occupy a mixed population property. All other HA preferences will be applied.
4. The HA has established Local Preferences for waiting lists. Per HUD regulations, equal preference must be given to Elderly Families and Disabled Families:
5. Equal points will be given for each local preference the family qualifies for. Families will be selected based

on their number of preference points. Among applicants with equal preference points, the waiting list will be organized by date and time.

F. VERIFICATION OF PREFERENCE QUALIFICATION

1. The family may be placed on the waiting list upon their certification that they qualify for a preference. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.
2. If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the Local Preference.
3. If at the time the family applied, the preference claim was the only reason for placement of the family on the waiting list and the family cannot verify their eligibility for the preference as of the date of application, the family will be removed from the list.
4. Change in Circumstances
 - a. Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the HA in writing when their circumstances change.
 - b. When an applicant claims an additional preference, s/he will be placed on the waiting list in the appropriate order determined by the newly claimed preference. The date of application will be the date the new preference is claimed.

G. PREFERENCE DENIAL

1. If the HA denies a preference, the applicant will be placed on the waiting list without benefit of the preference.
2. The HA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for a review meeting. The applicant will have 14 calendar days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference.
3. Any applicant who falsifies documents or makes false statements in order to qualify for any preference will be removed from the waiting list with notification to the family.

H. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

1. Before applying its preference system, the HA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, deconcentration or income mixing, income targeting, or units in housing designated for the elderly limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.
2. By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application.

I. INCOME TARGETING

1. The HA will monitor its admissions to ensure that at least 40 percent of families admitted to public housing in

each fiscal year shall have incomes that do not exceed 30% of area median income of the AHA's jurisdiction.

2. The HA shall have the discretion, at least annually, to exercise the “fungibility” provision of the QHWRA by admitting less than 40 percent of “extremely low income families” to public housing in a fiscal year, to the extent that admissions of extremely low income families to the AHA's voucher program during a HA fiscal year exceeds the 75 percent minimum targeting requirement for the AHA's Section 8 Housing Choice Voucher Program.
3. The fungibility credits will be used to drop the annual requirement below 40 percent of admissions to public housing for extremely low-income families by the lowest of the following amounts:
 - a. The number of units equal to 10 percent of the number of newly available vouchers in the fiscal year; or
 - b. The number of public housing units that 1) are in public housing projects located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.
4. The Fungibility Floor: Regardless of the above two amounts, in a fiscal year, at least 30% of the AHA's admissions to Public Housing will be to extremely low-income families. The fungibility floor is the number of units that cause the AHA's overall requirement for housing extremely low-income families to drop to 30% of its newly available units.
5. Fungibility shall only be utilized if the AHA is anticipated to fall short of its 40% goal for new admissions to public housing.
6. Low Income Family Admissions
 - a. The HA will admit only families whose incomes do not exceed 80% of the HUD approved area median income.

J. DETERMINING ELIGIBILITY OF STUDENTS FOR ASSISTANCE

A. Eligibility of Students for Section 8 Assistance

1. Owners must determine a student’s eligibility for Section 8 assistance at move-in, annual recertification, initial certification (when an in-place tenant begins receiving Section 8), and at the time of an interim recertification if one of the family composition changes reported is that a household member is enrolled as a student.
2. Section 8 assistance shall not be provided to any individual who:
 - a. Is enrolled as either a part-time or full time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential;
 - b. Is under the age of 24;
 - c. Is not married;
 - d. Is not a veteran of the United States Military;
 - e. Does not have a dependent child;

- f. Is not a person with disabilities, as such term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E) and was not receiving section 8 assistance as of November 30, 2006). (See Definition E in Figure 3-6);
 - g. Is not living with his or her parents who are receiving Section 8 assistance; and
 - h. Is not individually eligible to receive Section 8 assistance **and** has parents (the parents individually or jointly) who are not income eligible to receive Section 8 assistance. (See paragraph 3-33 for verifying parents eligibility.)
3. For a student to be eligible independent of his or her parents (where the income of the parents is not relevant), the student must demonstrate the absence of, or his or her independence from, parents. While owners may use additional criteria for determining the student's independence from parents, owners must use, and the student must meet, at a minimum **all** of the following criteria to be eligible for Section 8 assistance. The student must:
- a. Be of legal contract age under state law;
 - b. Have established a household separate from parents or legal guardians for at least one year prior to application for occupancy, **or** Meet the U.S. Department of Education's definition of an independent student. (See the Glossary for definition of Independent Student);
 - c. Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
 - d. Obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.
4. Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition is included in annual income, except if the student is over the age of 23 with dependent children or if the student is living with his or her parents who are receiving Section 8 assistance. (See Glossary for expanded definition of Student Financial Assistance.)
5. If an ineligible student is a member of an applicant household or an existing household receiving Section 8 assistance, the assistance for the household will not be prorated but will be terminated in accordance with the guidance in paragraph 8-6 A.

NOTE: An owner cannot evict or require an ineligible student to move from a unit as long as the student is in compliance with the terms of the lease.

B. ELIGIBILITY OF STUDENTS UNDER OTHER ASSISTANCE PROGRAMS

1. The student must meet **all** of the following criteria to be eligible. The student must:
- a. Be a legal contract age under state law;
 - b. Have established a household separate from parents or legal guardians for at least one year prior to application for occupancy, **or**

Meet the U.S. Department of Education's definition of an independent student. (See the Glossary for definition of Independent Student);
 - c. Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and

k. DECONCENTRATION OF POVERTY AND INCOME-MIXING

1. The AHA's admission policy is designed to provide for deconcentration of poverty and income mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects.
2. Nothing in the deconcentration policy relieves the HA of the obligation to meet the income targeting requirement.
3. Gross annual income is used for income limits at admission and for income-mixing purposes.
4. Deconcentration and Income-Mixing Goals
 - a. The AHA's deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely low-income families", will be to admit families above the AHA's Established Income Range (EIR) to developments below the EIR, and families below the AHA's EIR to developments above the EIR.
 - b. Deconcentration applies to transfer families as well as applicant families.
5. Deconcentration Applicability
 - a. The HA has covered developments (general occupancy, family developments) subject to the deconcentration requirement. These covered developments are described in the PHA Plan.
6. Project Designation Methodology
 - a. Annually, the HA will determine the average income of all families residing in general occupancy developments.
 - b. The HA will then determine the average income of all families residing in each general occupancy development.
 - c. The PHA will then determine whether each general occupancy development falls above, within or below the Established Income Range (EIR).
 - i. The EIR is 85 percent to 115 percent (inclusive of 85 percent and 115 percent) of the PHA-wide average income for general occupancy developments.
 - d. If a covered development is both below the 30 percent area-wide median and above the 115 percent income average for PHA-wide covered developments, it will be considered to be within the EIR.
 - e. The PHA will then determine whether or not developments outside the EIR are consistent with local goals and strategies in the HA Plan. Any deconcentration policy as needed is described in the PHA Plan.
7. Deconcentration Policy
 - a. If, at annual review, there are found to be development(s) with average income above or below the EIR, and where the income profile for a general occupancy development above or below the EIR is not explained or justified in the PHA Plan, the HA shall list these covered developments in the PHA Annual Plan.
 - b. The HA shall adhere to the following policies for deconcentration of poverty and income mixing in

applicable developments:

- i. Skipping a family on the waiting list, or transfer list, to reach another family in an effort to further the goals of the AHA's deconcentration policy:
 1. If a unit becomes available at a development below the EIR, the first eligible family on the waiting list, or transfer list, with income above the EIR will be offered the unit. If that family refuses the unit, the next eligible family on the waiting list, or transfer list, with income above the EIR will be offered the unit. The process will continue in this order. For the available unit at the development below the EIR, if there is no family on the waiting list, or transfer list, with income above the EIR, or no family with income above the EIR accepts the offer, then the unit will be offered to the first eligible family on the waiting list or transfer list in preference order regardless of income.
 2. If a unit becomes available at a development above the EIR, the first eligible family on the waiting list, or transfer list, with income below the EIR will be offered the unit. If that family refuses the unit, the next eligible family on the waiting list, or transfer list, with income below the EIR will be offered the unit. The process will continue in this order. For the available unit at the development above the EIR, if there is no family on the waiting list, or transfer list, with income below the EIR, or no family with income below the EIR accepts the offer, then the unit will be offered to the first eligible family on the waiting list, or transfer list, in preference order regardless of income.
 3. Skipping of families for deconcentration purposes will be applied uniformly to all families.
 4. A family has the sole discretion whether to accept an offer of a unit made under the AHA's deconcentration policy. The HA shall not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under the AHA's deconcentration policy. However, the HA shall uniformly limit the number of offers received by applicants, and transfer families, described in this Chapter.

8. Deconcentration Compliance

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

K. PROMOTION OF INTEGRATION

1. Beyond the basic requirement of nondiscrimination, the HA shall affirmatively further fair housing to reduce racial and national origin concentrations.
2. The HA shall not require any specific income or racial quotas for any development or developments.
3. A HA shall not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations

L. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST

1. The HA will not merge the waiting lists for Public Housing and Section 8. However, if the Section 8 waiting list is open when the applicant is placed on the Public Housing list, the HA will offer to place the family on both lists.

2. If the Public Housing waiting list is open at the time an applicant applies for Section 8, the HA will offer to place the family on the public housing waiting list.

M. REMOVAL FROM WAITING LIST AND PURGING

1. Applicants will be removed from the waiting list if they are determined ineligible, fail to respond to requests for information or updates, or any mail sent to them is returned by the Post Office. At the time of initial application, the HA will advise families of their responsibility to notify the HA when mailing address or telephone numbers change.
2. The HA will purge (update) the waiting list at least annually by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will include an Application Update Form that must be completed and returned within the deadline specified in the mailing.
3. Any mailings to an applicant, which require a response, will state that failure to respond within 14 calendar days will result in the applicant's name being dropped from the waiting list. An extension of 14 calendar days to respond will be granted if requested and needed as a reasonable accommodation for a person with a disability.
4. If the applicant did not respond to the HA request for information or updates because of a family member's disability, the HA will reinstate the applicant in the family's former position on the waiting list. If a letter is returned by the Post Office, either with or without a forwarding address, the applicant will be removed without further notice and the envelope and letter will be maintained in the file.
5. If an applicant is removed from the waiting list for failure to respond, (s)he will not be entitled to reinstatement unless the Rental Programs Manager determines there were circumstances beyond the person's control.

N. OFFER OF ACCESSIBLE UNITS

1. The HA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.
2. No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.
3. Before offering a vacant accessible unit to a non-disabled applicant, the AHA will offer such units:
 - a. First, to a current occupant of another unit of the same development, or other public housing developments under the AHA's control, who has a disability that requires the special features of the vacant unit.
 - b. Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
4. When offering an accessible/adaptable unit to a non-disabled applicant, the HA will require the applicant to agree to move to an available non-accessible unit, at any housing authority development within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

O. PLAN FOR UNIT OFFERS

1. The AHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is:
 - a. The first qualified applicant in sequence on the waiting list will be made an offer of the available unit of the appropriate size at the site in which the applicant seeks to reside.
2. The AHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

P. CHANGES PRIOR TO UNIT OFFER

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

Q. APPLICANT STATUS AFTER FINAL UNIT OFFER

1. An applicant on any Public Housing waiting list may reject a maximum of one unit. An applicant will be offered a second unit if they reject the first unit. If an applicant rejects the AHA's final unit offer the HA will remove the applicant's name from the waiting list.
2. Removal from the waiting list means the applicant must reapply.

R. TIME-LIMIT FOR ACCEPTANCE OF UNIT

1. Applicants must accept a unit offer within 3 working days of the date the offer is made. Letter will confirm offers made over the telephone. If unable to contact an applicant by telephone, the HA will send a letter via regular mail.

Applicants Unable to Take Occupancy

1. If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "*good cause*," the applicant will not be removed from the waiting list.
 - a. Examples of "*good cause*" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:
 - i. An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; [24 CFR 945.303(d)]
 - ii. The family demonstrates to the AHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause;
 - iii. A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member;
 - iv. The unit is inappropriate for the applicant's disabilities (only the applicant or their designee can determine if the unit is inappropriate for the applicant's disabilities, in refusing a unit offer);

- v. The unit is inaccessible to a source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution, or a job-training program.

3. Applicants With a Change in Family Size or Status

- a. Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. The HA shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit.
- b. The family will take the appropriate place on the waiting list according to the original date of application.

S. REFUSAL OF OFFER

- 1. If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.
- 2. If the unit offered is refused for other reasons, the HA will follow the applicable policy as listed in the "Plan for Unit Offers" section and the "Applicant Status After Final Offer" section.

T. UNIT OFFER AND SAFETY PLAN FOR APPLICANTS WHO ARE FLEEING DOMESTIC VIOLENCE

1. Reason for a Safety Plan

- a. The complex for the elderly/disable have secured entrance doors, but people have been known to enter the buildings by following a tenant inside. Therefore, the security doors cannot keep a tenant who is in a domestic violence situation safe. The family buildings have not special security, on a front and back door to their apartment with locks.
 - b. Auburn Housing Authority is also concerned with the safety of the other residence in its developments.
- 2. The applicant should contact the Resident Service Coordinator for their development to discuss safety.
 - 3. AHA staff will suggest the applicant or tenant should work with Resident Service Coordinator and an AWAP worker, to have a personal safety plan in effect, before moving into the apartment to reduce the risk of a violent situation arising in the complex.
 - 4. Before moving in the following safety plan will be discussed:
 - a. Safety of the new tenant, others living in the building, and any AHA staff works in that building;
 - b. AHA staff will suggest that the tenant have a protection order in place, before moving into the unit. If a protection order is already on place, then the tenant should have the new address on the order;
 - c. AHA staff will suggest that the new tenant should have a phone connected in the unit before moving in an AWAP's ADT device in place for protection;

- d. AHA staff will notify Auburn Police Department (APD) in writing about the situation and request that the perpetrator be kept off AHA property, and have APD patrol the area. AHA will also pursue prosecution of the offender of abuse, if found on the property;
- e. AHA may suggest that the applicant be housed in an AWAP shelter before moving into AHA housing, if the situation is too dangerous for the tenant to move into and AHA building immediately. AHA will also suggest that the tenant join AWAP support group;
- f. AHA will also suggest that the applicant/ tenant when call for utilities (Electric, Phone Cable) to have his/her account Red Flagged and to use a code word to identify his/herself.

Chapter 5

OCCUPANCY GUIDELINES

INTRODUCTION

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

A. DETERMINING UNIT SIZE

1. The PHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. The PHA's Occupancy Guideline standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.
 - a. For occupancy standards, an adult is a person 18 years or older
2. All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be so assigned that:
 - a. generally the PHA will assign one bedroom to two people within the following guidelines:
 - i. Adults of different generations, persons of the opposite sex (other than spouses), and unrelated adults will not be required to share a bedroom.
 - ii. Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under 6.
 - iii. Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.
 - iv. Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.
 - v. Space may be provided for a child who is away at school but who lives with the family during school recesses.
 - vi. Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.
 - vii. Single person families shall be allocated a zero or one bedroom.
3. The living room will not be used as a bedroom except for purposes of reasonable accommodation or at the request of the family.

GUIDELINES FOR DETERMINING BEDROOM SIZE

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

B. EXCEPTIONS TO OCCUPANCY STANDARDS

1. The PHA may grant exceptions from the guidelines in cases where it is the family’s request or the PHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:
 - a. Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to local codes). The family must agree not to request a transfer until they have occupied the unit for one years.
 - b. At the PHA’s discretion the family may be offered a unit smaller than the preferred unit size, based on the PHA’s occupancy standards, if in doing so the family has an opportunity to be housed earlier, or live in a preferred project.
 - c. The PHA may offer a family a unit that is larger than required by the PHA’s occupancy standards, if [the waiting list is short of families large enough to fill the vacancy / the PHA determines that the common area for the project is insufficient for accommodating any additional large families].
 - d. In all cases, where the family requests an exception to the general occupancy standards, the PHA will evaluate the relationship and ages of all family members and the overall size of the unit.
2. The family may request to be placed on a larger bedroom size waiting list than indicated by the PHA’s occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the PHA before the family is placed on the larger bedroom size list. The PHA will consider these requests:
 - a. Person with Disability
 - i. The PHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified and meets requirements in the Service and Accommodations Policy section of Chapter 1.
 - b. Other Circumstances
 - i. Circumstances may dictate a larger size than the occupancy standards permit when:
 1. Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a doctor.

2. Requests based on health related reasons must be verified by a knowledgeable licensed professional][or social service professional.
3. All members of the family residing in the unit must be approved by the PHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the PHA within 10 days.
4. To avoid vacancies, the PHA may provide a family with a larger unit than the occupancy standards permit. The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available. This requirement is a provision of the lease.

C. INCENTIVES TO ATTRACT HIGHER INCOME FAMILIES TO LOWER INCOME DEVELOPMENTS

1. See Chapter on Tenant Selection and Assignment.

D. ACCESSIBLE UNITS

1. The PHA has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.
2. Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.
3. Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

E. FAMILY MOVES

1. When a change in the circumstances of a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.
2. The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the case should be taken to the Rental Programs Manager who will make determination after review of the situation, the individual circumstances, and the verification provided.
3. See chapter on Recertifications for changes in unit size for tenants.

Chapter 6

DETERMINATION OF TOTAL TENANT PAYMENT

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

INTRODUCTION

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

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the Quality Housing and Work Responsibility Act now gives the AHA broader flexibility. The AHA's policies in this Chapter address those areas that allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. MINIMUM RENT

1. The minimum rent for this PHA is \$25/month. The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.
2. The Total Tenant Payment is the greater of:
 - a. 30% of the adjusted monthly income
 - b. 10% of the monthly income
 - c. The Minimum rent as established by the PHA
3. The Total Tenant Payment does not include charges for excess utility consumption or other charges.
4. The PHA recognizes that in some instances even the minimum rent may create a financial hardship for families. The PHA will review all relevant circumstances brought to the PHA's attention regarding financial hardship as it applies to minimum rent. The following section states the PHA's procedures and policies in regard to minimum rent financial hardship as set forth by the QHWRA.
5. PHA Procedures for Notification to Families of Hardship Exemptions
 - a. The PHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exemption under the law.
 - b. The PHA will notify all families at the annual recertification appointment of their right to request a minimum rent hardship exemption.
 - c. The PHA will notify all families at time of lease-up of their right to request a minimum rent hardship exemption.
 - d. The AHA will document in the family's file that the family has been notified of their right to request a minimum rent hardship exemption.
 - e. The PHA notification will advise the family that hardship exemption determinations are

subject to PHA grievance procedures.

- f. The PHA will review all tenant requests for exemption from the minimum rent due to financial hardships.
- g. All requests for minimum rent exemption are required to be in writing.
- h. Requests for minimum rent exemption must state the family circumstances that qualify the family for an exemption.

6. Exemptions to Minimum Rent

- a. The PHA will immediately grant the minimum rent exemption to all families who request it.
- b. The Minimum Rent will be suspended until the PHA determines whether the hardship is:
 - i. Covered by statute
 - ii. Temporary or long term

7. If the PHA determines that the minimum rent is not covered by statute, the PHA will impose a minimum rent including payment for minimum rent from the time of suspension.

8. The PHA will use its standard verification procedures to verify circumstances that have resulted in financial hardship, such as loss of employment, death in the family, etc.

9. **HUD Criteria for Hardship Exemption**

- a. In order for a family to qualify for a hardship exemption the family's circumstances must fall into one of the following criteria:
 - i. The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance;
 - ii. The family would be evicted as a result of the imposition of the minimum rent requirement;
 - iii. The income of the family has decreased because of changed circumstances, including:
 - 1. Loss of employment
 - 2. Death in the family
 - 3. Other circumstances as determined by the PHA or HUD

10. **PHA Policy Regarding Hardship Exemption**

- a. For purposes of providing the hardship exemption to minimum rent in a fair and consistent manner, the PHA has established policy regarding the above-mentioned HUD criteria.
- b. "Loss of employment" is defined as being laid off or terminated through no fault of the

employee. Loss of employment does not, for the purposes of exemption to minimum rent, include voluntarily quitting employment.

- c. "Death in the family." Family, for the purposes of exemption to minimum rent, any adult on the public housing lease or any family member on the public housing lease

11. **Financial Hardship Exemption Only Applies to Waiving the Minimum TTP**

- a. The financial hardship exemption only applies to the payment of minimum rent (minimum TTP). The exemption does not apply to the other elements used to calculate the Total Tenant Payment. When the family is granted the financial hardship exemption, the family's TTP shall be the greater of:
 - i. 30 percent of monthly adjusted income
 - ii. 10 percent of monthly income

12. **Temporary Hardship**

- a. If the PHA determines that the hardship is temporary (less than 90 days), a minimum rent will be imposed, including back payment from time of suspension, but the family will not be evicted for nonpayment of rent during the 90-day period commencing on the date of the family's request for exemption.

13. **Repayment Agreements for Temporary Hardship**

- a. The PHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.
- b. The minimum monthly amount for a repayment agreement incurred for minimum rent arrears is twenty-five dollars.
- c. The PHA will not enter into a repayment agreement that will take more than 6 months to pay off.
- d. If the family goes into default on the repayment agreement for back rent incurred during a minimum rent period, the PHA will reevaluate the family's ability to pay the increased rent amount and:
 - i. Determine whether the family has the means to meet the obligation and, if so determined, initiate eviction proceedings for nonpayment of rent; or
 - ii. Determine that the repayment agreement is a financial hardship to the family and if so restructure the existing repayment agreement.
- e. The PHA's policies regarding repayment agreements are further discussed in the chapter entitled "Family Debts to the PHA."

14. **Retroactive Determination**

- a. The PHA will reimburse the family for minimum rent charges that took effect after October 21, 1998 that qualified for one of the mandatory exemptions.

- b. If the family is owed a retroactive payment, the PHA will offset the family's future rent payments by the amount in which the PHA owes the family.

B. INCOME AND ALLOWANCES

1. **Income:** The types of money that are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented. (See Income Inclusions and Income Exclusions in the Glossary of Terms of this policy.)
2. **Annual Income** is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 960.201)
3. **Adjusted Income** is defined as the Annual income minus any HUD allowable deductions.
4. **Permissive Deductions**
 - a. The PHA does not adopt any additional permissive deductions to annual income of tenants.
5. **Allowable Deductions**
 - a. HUD has five allowable deductions from Annual Income:
 - i. Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
 - ii. "Elderly" allowance: \$400 per household for families whose head or spouse is 62 or over or disabled.
 - iii. Allowable medical expenses for all family members are deducted for elderly and disabled families when the expenses exceed 3 percent of the family's annual income.
 - iv. Childcare expenses for children under 13 are deducted when childcare is necessary to allow an adult family member to work, actively seek work, or attend school (including vocational training).
 - v. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work, and if the expenses exceed 3 percent of the family's annual income.

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

1. The PHA believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.
2. In order to be eligible for the exclusion the resident must actually receive training under the provisions of the program. For purposes of this exclusion, it is not enough for the resident to merely be enrolled.

3. Training Income Exclusions in Accordance with 24 CFR 5.609(c)(8)(v)

- a. Income from training programs is excluded when the training program is in accordance with 24 CFR 5.609 (c) (8)(v) and has features that allow the training income of assisted housing residents to be excluded only while the resident is actively enrolled in the training program.
- b. A training program qualifying under 24 CFR 5.609 (c)(8)(v) is defined as one with goals and objectives designed to lead to a higher level of proficiency, and one which enhances the individual's ability to obtain employment. The training program may have performance standards to measure proficiency. Training may include, but is not limited to:
 - i. Classroom training in a specific occupational skill;
 - ii. On-the-job training with wages subsidized by the program, or
 - iii. Basic education.
- c. For this purpose Annual Income does not include the following:
 - i. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs.
- d. At all times the income to be excluded is the incremental income only.
- e. "Incremental income" is defined by HUD as the increase between the total amount of welfare and earnings of a family member *prior* to enrollment in the training program and welfare and earnings of the family member *after* enrollment in the training program.
- f. All other amounts, (such as child support and alimony), are treated in the usual manner in determining annual income. Child support, or other income that is not *earnings or benefits*, is not a factor and will not be considered in regard to training income exclusions, regardless of whether they have increased or decreased.

4. Who is Eligible for the Exclusion

- a. Any member of the resident's family is eligible for the exclusion, provided the individual is enrolled in the qualifying employment-training program.
- b. If a family has members who enroll in training programs at different times, the exclusion may be taken at different periods. The rules will be applied individually to each member based on which type of program they are enrolled in.
- c. Verification
 - i. Upon verification, residents who are actively enrolled in a qualifying training program will have the incremental income from the training program excluded from their annual income.

5. Other Factors to be Considered

- a. If a resident has no income the day they enter a training program, but has a history of employment in the past, the PHA will review the resident's wages for the past 18 months and average the income. That averaged income will become the resident's base amount for determining

incremental earnings. Exception: If the resident has no income and enrolls in a welfare program which requires participants to be enrolled in a job-training program, the base pay for that resident will be zero.

- b. The resident is required to notify the PHA within 10 working days of enrolling in a qualifying training program.
- c. Residents who have a decrease in income as a result of enrolling in a training program may request an interim examination. The PHA will determine the decrease in incremental income as a result of the training program and adjust the resident's rent accordingly.
- d. Residents who do not notify the PHA within 10 working days of starting a training program, and have a decrease in income, will not have their rent adjusted retroactively.

D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS

- 1. The annual income for qualified families may not be increased as a result of increases in earned income beginning on the date on which the increase in earned income begins and continuing for a cumulative 12-month period. After the family receives 12 cumulative months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.
- 2. A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing project, is paying income-based rent; and
 - a. Whose annual income increases as a result of employment of a family member who was previously unemployed for one or more years prior to employment;
 - b. 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
 - c. Whose annual income increases, as a result of new employment or increased earnings of a family member during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least \$500. The qualifying TANF assistance may consist of any amount of monthly income maintenance, and/or at least \$500 in such TANF benefits and services as one-time payments, wage subsidies, and transportation assistance.
- 3. The HUD definition of "previously unemployed" includes a person who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.
- 4. The HUD definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).
- 5. Amounts to be excluded are any earned income increases of a family member during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.
- 6. The amount that is subject to the disallowance is the amount of incremental increase in income of a family

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

7. Initial Twelve-Month Exclusion:

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

8. Second Twelve-Month Phase-in Exclusion:

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

9. Maximum Four Year Disallowance:

- a. The earned income disallowance is limited to a lifetime 48-month period for each family member. For each family member, the disallowance only applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 –months of phase-in exclusion during the 48-month period starting from the date of the initial exclusion.
- b. If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month full exclusion and the second 12-month phase-in exclusion).
- c. No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

10. Applicability to 18-month Training Income Exclusions [formerly found in 24 CFR 5.609(c)(13)]:

- a. If a tenant meets the criteria for the mandatory earned income disallowance as outlined in 24 CFR 960.255, the PHA shall not deny a tenant the disallowance based on receipt of the earlier 18-month exclusion.

11. Applicability to Child Care and Disability Assistance Expense Deductions:

- a. The amount deducted for childcare and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for childcare and disability assistance expense deductions.

12. Tracking the Earned Income Exclusion

- a. The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.
- b. Such documentation will include:
 - i. Date the increase in earned income was reported by the family
 - ii. Name of the family member whose earned income increased
 - iii. Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income
 - iv. Amount of the increase in earned income (amount to be excluded)
 - v. Date the increase in income is first excluded from annual income
 - vi. Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any)
 - vii. Date the family member has received a total of 12 months of the initial exclusion
 - viii. Date the 12-month phase-in period began
 - ix. Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any)
 - x. Date the family member has received a total of 12 months of the phase-in exclusion
 - xi. Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance)
- c. The PHA will maintain a tracking system to ensure correct application of the earned income disallowance.

13. Inapplicability to Admission

- a. The earned income disallowance is only applied to determine the annual income of families residing in public housing, and therefore does not apply for purposes of admission (including the determination of income eligibility or any income targeting that may be applicable).

E. INDIVIDUAL SAVINGS ACCOUNTS

1. The PHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

F. TRAINING PROGRAMS FUNDED BY HUD

1. All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

G. WAGES FROM EMPLOYMENT WITH THE PHA OR RESIDENT ORGANIZATION

2. Upon employment with the PHA or officially recognized Resident Organization, the full amount of employment income received by the person is counted. There is no exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

H. AVERAGING INCOME

1. When Annual Income cannot be anticipated for a full twelve months, the PHA will:
 - a. Average known sources of income that vary to compute an annual income.
 - b. If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.
 - c. Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.
 - d. If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.
 - e. The method used depends on the regularity, source and type of income.

I. MINIMUM INCOME

1. There is no minimum income requirement. Families who report zero income are required to complete a written certification every month and undergo an interim recertification every three months.
2. Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.
3. The PHA will request credit checks for all adult members of families that report zero income.
4. Where credit reports show credit accounts open and payments current, the PHA will take action to investigate the possibility of fraud or program abuse.

J. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

1. If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the PHA will calculate the Total Tenant Payment by:
 - a. Excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member or
 - b. Including the income of the person permanently confined to the nursing home and giving the family the medical deductions allowable on behalf of the person in the nursing home.

K. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(a)(7)]

1. Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.
2. Any contribution or gift received every 2 months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$40 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter on "Verification Procedures," for further definition.)
3. If the family's expenses exceed their known income, the PHA will make inquiry of the family about contributions and gifts.

L. ALIMONY AND CHILD SUPPORT [24 CFR 5.609(a)(7)]

1. Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.
2. If the amount of child support or alimony received is less than the amount awarded by the court, the PHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.
3. The PHA will accept as verification that the family is receiving an amount less than the award if:
 - a. The PHA receives verification from the agency responsible for enforcement or collection.
 - b. The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.
4. It is the family's responsibility to supply a copy of the divorce decree.

M. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(4 and 5), (c)(3 and 14)]

1. Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.
2. Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from

income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

3. In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:
 - a. The PHA will always calculate retroactively to date of receipt.
 - b. The PHA will calculate retroactively if the receipt was not reported for continual recertifications.

4. Retroactive Calculation Methodology

- a. The PHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.
 - b. The PHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the PHA.
 - c. At the PHA's option, the PHA may enter into a Repayment Agreement with the family.
 - d. The amount owed by the family is a collectible debt even if the family becomes unassisted.
5. Attorney Fees
- a. The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

N. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

1. Contributions to company retirement/pension funds are handled as follows:
 - a. While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
 - b. After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

O. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

1. The PHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The PHA will count the difference between the market value and the actual payment received in calculating total assets. The difference will be included in calculating total assets for two years.
2. Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.
3. The PHA's minimum threshold for counting assets disposed of for less than Fair Market value is one thousand nine hundred seventy five dollars. If the total value of assets disposed of within the two-year

period is less than one thousand nine hundred seventy five dollars, they will not be considered an asset.

P. CHILD CARE EXPENSES

1. Unreimbursed childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work, actively seek work, attend school full time, or attend full-time vocational training.
2. In the case of a child attending private school, only before or after-hours care can be counted as childcare expenses.
3. If a tenant is eligible for the earned income disallowance, the amount of deduction for childcare expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, the disregarded or excluded amounts cannot be used in determining the cap for the childcare expense deduction.
4. In cases where an adult family member is available to provide child care:
 - a. Childcare expenses will be allowed as a deduction when the family chooses a non-family member provider.
5. Childcare expenses must be reasonable. Reasonable is determined by what the average childcare rates are in the AHA's jurisdiction.
6. Allowability of deductions for child care expenses is based on the following guidelines:
 - a. Childcare to work: The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.
 - b. Childcare for school: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

Q. MEDICAL EXPENSES [24 CFR 5.603]

1. When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.
2. A doctor or licensed health professional must prescribe nonprescription medicines in order to be considered a medical expense.

R. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

1. Applicability
 - a. Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.
 - b. "Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter titled "Recertifications.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

2. Prorated TTP Calculation for Mixed Families

- a. Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:
 - i. Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.
 - ii. Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

3. Prorated Flat Rent for Mixed Families

- a. The PHA has no public housing units in which the applicable Maximum Rent is greater than the flat rent. Therefore, if the Mixed Family chooses flat rent, the family will pay the flat rent for the unit.

S. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

1. The PHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:
 - a. fraud; or
 - b. failure to participate in an economic self-sufficiency program; or
 - c. noncompliance with a work activities requirement
2. However, the PHA will reduce the rent if the welfare assistance reduction is a result of:
 - a. The expiration of a lifetime time limit on receiving benefits; or
 - b. A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment; or
 - c. A situation where a family member has not complied with other welfare agency requirements.
3. Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.
4. Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction.
5. The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction was imposed.
6. When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

7. Verification Before Denying a Request to Reduce Rent

- a. The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.
- b. The welfare agency, at the request of the PHA, will inform the PHA of:
 - i. amount and term of specified welfare benefit reduction for the family;
 - ii. reason for the reduction; and
 - iii. subsequent changes in term or amount of reduction.

8. Cooperation Agreements

- a. The PHA has a written cooperation agreement in place with the local welfare agency that assists the PHA in obtaining the necessary information regarding welfare sanctions.

T. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

- 1. If the cost of utilities (excluding telephone, and cable) is not included in the Tenant Rent, a utility allowance will be deducted from the total tenant payment. The Utility Allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption of utilities in an energy conservative household, *not* on a family's actual consumption.
- 2. When the Utility Allowance exceeds the family's Total Tenant Payment, the PHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant
- 3. Resident-Paid Utilities
 - a. The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:
 - i. When a resident makes application for utility service in his/her own name, he or she must sign a third party notification agreement so that the PHA will be notified if the resident fails to pay the utility bill.
 - ii. If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be admitted to a unit with resident-paid utilities.
 - iii. Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

U. EXCESS UTILITY PAYMENTS

- 1. Residents in units where the PHA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

V. CEILING RENTS

1. The PHA acknowledges that there are several advantages to ceiling rents. Ceiling rents provide a “cap” or maximum rent which is advantageous to families of higher incomes. Establishing ceiling rents offers families of increasing or higher incomes an incentive for living in public housing. Ceiling rents help the PHA to attract higher income families and create a broad range of incomes and a more diverse tenant body, which is consistent with HUD’s affirmative fair housing goals. Ceiling rents serve to assist families transitioning from welfare to work and families that desire to obtain better jobs. Ceiling rents may also help the PHA to fill vacancies in some of its less desirable units or developments.
2. Ceiling rents are a function of income-based rent. For all units where ceiling rents are applied, the lower of the total tenant payment or the ceiling rent will be applied. The PHA will ensure that its ceiling rents will be unit based and not applied to certain families or certain categories of families.
3. The PHA’s methodology used to establish ceiling rents is described in the PHA Plan.

W. FAMILY CHOICE IN RENTS

1. Authority for Family to Select
 - a. The PHA shall provide for each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income or 2) the flat rent. The PHA may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by the PHA.
 - b. Annual choice: The PHA shall provide for families residing in public housing units to elect annually whether to pay income-based or flat rent.
2. Allowable Rent Structures
 - a. Flat Rents
 - b. The PHA has established, for each dwelling unit in public housing, a flat rent amount for the dwelling unit, which:
 - i. Is based on the rental value of the unit, as determined by the PHA; and
 - ii. Is designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts.
 - c. The PHA’s methodology used to establish flat rents is described in the PHA Plan.
 - d. The PHA shall review the income of families paying flat rent not less than once every three years. Family composition will be reviewed annually for all families, including those paying flat rent.
 - e. Income-Based Rents
 - i. The monthly Total Tenant Payment amount for a family shall be an amount, as verified by the PHA, that does not exceed the greatest of the following amounts:
 1. 30 percent of the family’s monthly adjusted income;

2. 10 percent of the family's monthly income; or
3. The PHA/s Minimum TTP of twenty five dollars

3. **Switching Rent Determination Methods Because of Hardship Circumstances**

- a. In the case of a family that has elected to pay the PHA's flat rent, the PHA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the family is unable to pay the flat rent because of financial hardship, including:
 - b. Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income or other assistance;
 - c. An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; and
 - d. Such other situations as may be determined by the AHA.
 - e. All hardship situations will be verified.
 - f. Once a family switches to income-based rent due to hardship, the family must wait until the next annual reexamination to elect whether to pay income-based rent or flat rent.

4. **Annual Reexamination**

- a. Within a reasonable time in advance of the annual reexamination, the family will be sent a form from the PHA, on which the family will indicate whether they choose flat rent or income-based rent. The PHA form will state what the flat rent would be, and an estimate, based on current information, what the family's income-based rent would be.
- b. If the family indicates they choose flat rent, the family will fill out and return a PHA form to certify family composition. This form will be retained in the tenant file.
- c. If the family indicates they choose income-based rent, a reexamination appointment will be scheduled according to PHA policy.

Reserved

Chapter 7

VERIFICATION PROCEDURES

[24 CFR, Part 5, Subpart B; 24 CFR 960.259]

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the PHA. Applicants and program tenants must furnish proof of their statements whenever required by the PHA, and the information they provide must be true and complete. The PHA's verification procedures are designed to meet HUD's requirements and to maintain program integrity. This Chapter explains the PHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The PHA will ensure that proper authorization for release of information is always obtained from the family before making verification inquiries.

A. METHODS OF VERIFICATION AND TIME ALLOWED

1. Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.
2. Other information will be verified by the following five verification methods acceptable to HUD, in the order of preference indicated:
 - a. Up-front Income Verifications (UIV)
 - i. UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.
 - ii. Current UIV resources include the following:
 1. **Tenant Assessment Subsystem (TASS)** – HUD's online system for Social Security (SS) and Supplemental Security Income (SSI) information.
 2. **State Wage Information Collection Agencies (SWICAs)**
 3. **State systems for the Temporary Assistance for Needy Families (TANF) program**
 4. **Credit Bureau Information (CBA) credit reports**
 5. **Internal Revenue Service (IRS) Letter 1722**
 6. **Private sector databases (e.g. The Work Number)**
 - iii. The AHA will use additional UIV resources as they become available.
 - b. Third –Party Written Verifications
 - i. This type of verification includes written documentation, with forms sent directly to and received directly from a source, not passed through the hands of the family. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc.
 - ii. Third-party written verifications may also be used to supplement Up-front Income Verifications or in place of UIV due to cost constraints.

- iii. Third party verification of SS and SSI benefits shall be obtained from HUD's on-line system (Tenant Assessment Subsystem –TASS). If TASS is not available or not current, then verification shall be obtained directly from the SSA. If either of these forms is not obtainable, then the file shall be documented as to why third party verification was not used.
- iv. The AHA will allow two-weeks for the return of third party written verifications prior to continuing on to the next type of verification.
- v. Third-party written verification forms will be sent and returned via first class mail, electronic mail, or facsimile.

c. Third-Party Oral Verifications

- i. This type of verification includes direct contact with the source, in person or by telephone. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the PHA will compare the information to any documents provided by the Family. If provided by telephone, the PHA must originate the call.
- ii. The AHA will allow five business days for the return of third party oral verifications prior to continuing on to the next type of verification.

d. Review of Documents

- i. When UIV, written and oral third party verifications are not available within the two-week and five business days period allowed in paragraphs b and c above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).
- ii. The PHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:
 - 1. Printed wage stubs
 - 2. Computer printouts from the employer
 - 3. Signed letters (provided that the information is notarized or confirmed by phone)
 - 4. Other documents noted in this Chapter as acceptable verification
- iii. The PHA will accept faxed documents.
- iv. The PHA will accept photocopies.
- v. If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the PHA will utilize the third party verification.

e. Self-Certification and Self-Declaration

- i. When UIV, written and oral third party verifications are not available within the two-week and five business days period allowed in paragraphs b and c above, and hand-

carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

- ii. Self-certification means statement under penalty of perjury.
3. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.
4. When any verification method other than Up-Front Income Verification is utilized, the AHA will document the reason for the choice of the verification methodology in the applicant/resident's file.
5. The PHA will not delay the processing of an application beyond two weeks because a third party information provider does not return the verification in a timely manner.
6. For applicants, verifications may not be more than sixty-days old at the time of a unit offer. For tenants, they are valid for one hundred twenty days from date of receipt.

B. RELEASE OF INFORMATION

1. All adults, and head of house and spouse regardless of age, are required to sign HUD form 9886, Authorization for Release of Information/Privacy Act Notice.
2. In addition, the family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886.
3. Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.
4. Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of tenancy because it is a family obligation under tenancy to supply any information requested by the PHA or HUD.

C. COMPUTER MATCHING

1. When the PHA receives notification from HUD that a family has been sent an "income discrepancy" letter, the PHA will:
 - a. Wait 40 days after the date of notification before contacting tenant.
 - b. After 40 days following the date of notification, the PHA will contact the tenant by mail or telephone asking the family to promptly furnish any letter or other notice by HUD concerning the amount or verification of family income.
2. The PHA will fully document the contact in the tenant's file, including a copy of the letter to the family or written documentation of phone call.
3. When the family provides the required information, the PHA will verify the accuracy of the income information received from the family, review the PHA's interim recertification policy, will identify unreported income, will charge retroactive rent as appropriate, and change the amount of rent or terminate assistance, as appropriate, based on the information.
4. If the amount of rent owed to the PHA exceeds \$2000, the PHA will seek to terminate assistance.

5. If tenant fails to respond to PHA:
 - a. The PHA will ask HUD to send a second letter.
 - b. After an additional 40 days, the PHA will ask HUD to send a third letter.
 - c. After an additional 40 days, the PHA will send a letter to the head of household, warning of the consequences if the family fails to contact the PHA within two weeks.
6. If the tenant claims a letter from HUD was not received:
 - a. The PHA will ask HUD to send a second letter with a verified address for the tenant.
 - b. After 40 days, the PHA will contact the tenant family.
 - c. If the tenant family still claims they have not received a letter, the PHA will ask HUD to send a third letter.
 - d. After an additional 40 days, the PHA will set up a meeting with the family to complete IRS forms 4506 and 8821.
7. If the tenant family fails to meet with the PHA or will not sign the IRS forms, the PHA will send a warning letter to the head of household, notifying the family that termination proceedings will begin within one week if the tenant fails to meet with the PHA and/or sign forms.
8. If tenant does receive a discrepancy letter from HUD:
 - a. The PHA will set up a meeting with the family.
 - b. If the family fails to attend the meeting, the PHA will reschedule the meeting.
 - c. If the family fails to attend the second meeting, the PHA will send a termination warning.
 - d. The family must bring the original HUD discrepancy letter to the PHA.
9. If tenant disagrees with the Federal tax data contained in the HUD discrepancy letter:
 - a. The PHA will ask the tenant to provide documented proof that the tax data is incorrect.
 - b. If the tenant does not provide documented proof, the PHA will obtain proof to verify the Federal tax data using third party verification.

D. ITEMS TO BE VERIFIED

1. All income not specifically excluded by the regulations.
2. Zero-income status of household.
 - a. Zero income applicants and residents will be required to complete a family expense form at each certification or recertification interview.
3. Full-time student status including High School students who are 18 or over.

4. Current assets with a total asset value above \$1975 including assets disposed of for less than fair market value in preceding two years.
5. Child care expense where it allows an adult family member to be employed, seek employment or to further his/her education.
6. Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
7. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow an adult family member to be employed.
8. Legal Identity
9. U.S. citizenship/eligible immigrant status.
10. Social Security Numbers for all family members 6 years of age or older or certification that a family member does not have a Social Security Number.
11. Preference status, based upon PHA preferences.
12. Familial/Marital status when needed for head or spouse definition.
13. Disability for determination of preferences, allowances or deductions.

E. VERIFICATION OF INCOME

1. This section defines the methods the PHA will use to verify various types of income.
2. **Employment Income**
 - a. Verification forms request the employer to specify the:
 - i. Dates of employment
 - ii. Amount and frequency of pay
 - iii. Date of the last pay increase
 - iv. Likelihood of change of employment status and effective date of any known salary increase during the next 12 months
 - v. Year to date earnings
 - vi. Estimated income from overtime, tips, bonus pay expected during next 12 months
 - vii. Dates of termination of employment
 - b. Acceptable methods of verification include:
 - i. Employment verification form completed by the employer.

- ii. Check stubs or earning statements that indicate the employee's gross pay, frequency of pay or year to date earnings.
- iii. W-2 forms plus income tax return forms.
- iv. Self-certification or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.
- v. Applicants and program tenants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.
- vi. In cases where there are questions about the validity of information provided by the family, the PHA will require the most recent federal income tax statements.
- vii. Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

3. **Social Security, Pensions, Supplemental Security Income (SSI), Disability Income**

- a. Acceptable methods of verification include:
 - i. Benefit verification form completed by agency providing the benefits
 - ii. Computer report electronically obtained or in hard copy.
 - iii. Award or benefit notification letters prepared [and signed] by the providing agency.
 - iv. Bank statements for direct deposits.

4. **Unemployment Compensation**

- a. Acceptable methods of verification include:
 - i. Computer report electronically obtained or in hard copy, stating payment dates and amounts
 - ii. Verification form completed by the unemployment compensation agency.
 - iii. Printed unemployment compensations supplied by agency
 - iv. Payment Stubs

5. **Welfare Payments or General Assistance**

- a. Acceptable methods of verification include:
 - i. PHA verification form completed by payment provider.
 - ii. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
 - iii. Computer-generated Notice of Action.

iv. Computer-generated list of recipients from Welfare Department.

6. **Alimony or Child Support Payments**

a. Acceptable methods of verification include:

- i. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
- ii. A verification letter from the person paying the support.
- iii. Copy of latest check and/or payment stubs from Court Trustee. PHA must record the date, amount, and number of the check.
- iv. Verification supplies by support enforcement agency.
- v. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

b. If payments are irregular, the family must provide:

- i. A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.
- ii. A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.
- iii. A notarized affidavit from the family indicating the amount(s) received.
- iv. A welfare Notice of Action showing amounts received by the welfare agency for child support.

7. **Net Income from a Business**

a. In order to verify the net income from a business, the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

b. Acceptable methods of verification include:

i. IRS Form 1040, including:

1. Schedule C (Small Business)
2. Schedule E (Rental Property Income)
3. Schedule F (Farm Income)
4. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

- ii. Audited or unaudited financial statement(s) of the business.
- iii. Credit report or loan application.
- iv. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.*
- v. Family's [self-certification/notarized statement] as to net income realized from the business during previous years.
- vi. The PHA may request the documentation identified in iv. above, regardless of the verification used.
- vii. IRS letter 1722

c. **Child Care Business**

- i. If an applicant/tenant is operating a licensed day care business, income will be verified as with any other business.
- ii. If the applicant/tenant is operating a "cash and carry" operation (licensed or not), the PHA will require the applicant/tenant to complete a form for each customer giving: name of person(s) whose child(ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.
- iii. If the family has filed a tax return, the family will be required to provide it.
- iv. If child care services were terminated, a third-party verification will be sent to the parent whose child was cared for.

8. **Recurring Gifts**

- a. The family must furnish a statement that contains the following information:
 - i. The person who provides the gifts
 - ii. The value of the gifts
 - iii. The regularity (dates) of the gifts
 - iv. The purpose of the gifts

9. **Zero Income Status**

- a. Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.
- b. The PHA will request IRS information from the family.

- c. The PHA may check records of other departments in the jurisdiction (such as government utilities) that have information about income sources of customers.

10. **Full-Time Student Status**

- a. Only the first \$480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income.
- b. Financial aid, scholarships and grants received by full time students are not counted towards family income.
- c. Verification of full time student status includes:
 - i. Written verification from the registrar's office or other school official.
 - ii. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

11. **Verification of Income Exclusions**

- a. The AHA will accept self-certification over other forms of verification for verification of income exclusions.
- b. Exclusions from income that must be reported on the 50058 include the following:
 - i. Expenditures for business expansion.
 - ii. Amortization of capital indebtedness as deductions in determining net income of a business.
 - iii. Withdrawals of cash or assets from a professional or business operation if the withdrawal is a reimbursement for cash or assets invested in the operation by the family.
 - iv. Allowance for business asset depreciation, based on straight line depreciation, as provided in the Internal Revenue Service (IRS) regulations.
 - v. Income from employment of children or foster children under 18 years old.
 - vi. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding head or household and spouse).
 - vii. Earned income disallowance.
 - viii. Amounts earned by temporary Census employees; terms of employment may not exceed 180 days for the purposes of the exclusion.
 - ix. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by the resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in the development.

- x. Stipends to reimburse residents for expenses for serving as members of the PHA governing board or commission.
- xi. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- xii. The full amount of military pay of any family member other than the head and spouse. If other family members are away from home in the military, the PHA may remove their name from the lease and exclude their income.
- xiii. Other military pay specifically excluded by law (e.g. Desert Storm active duty).
- xiv. Income of a live-in aide.
- xv. Earnings and benefits from employment training programs funded by HUD.
- xvi. Reimbursement for out-of-pocket expenses while attending a public assisted training program.
- xvii. Incremental earnings and benefits from participation in qualifying state and local employment programs.
- xviii. Payments to volunteers under the Domestic Volunteer Services Act.
- xix. Payments received under programs funded in whole or in part under the Workforce Investment Act (WIA) (formerly known as the Job Training Partnership Act (JTPA)).
- xx. Earnings and benefits to any family member from an employment training and supportive services program during the exclusion period. The exclusion is applicable only if the family was admitted to the qualifying program prior to October 1, 1999.
- xxi. 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.
- xxii. Food stamps.
- xxiii. Annual Imputed Welfare Income if the family was not an assisted resident at the time of sanction.
- xxiv. Nonrecurrent, short-term benefits under TANF assistance that:
 - 1. Are designed to deal with a specific crisis situation or episode of need;
 - 2. Are not intended to meet recurrent or ongoing needs; and
 - 3. Will not extend beyond four months.
- xxv. Work subsidies under TANF assistance (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training).
- xxvi. Supportive services under TANF assistance such as child care and transportation provided to families who are employed.

- xxvii. Refundable earned income tax credits.
- xxviii. Individual Development Accounts under TANF.
- xxix. Services provided under TANF assistance such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support.
- xxx. Transportation benefits under TANF assistance provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.
- xxxi. Lump-sum pension benefits payable as a death benefit.
- xxxii. Deferred periodic amounts from SSI benefits that the family member received in a lump sum amount or in prospective monthly amounts.
- xxxiii. Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- xxxiv. Deferred periodic amounts from Social Security benefits that the family member received in a lump sum amount or in prospective monthly amounts.
- xxxv. Child care arranged or provided under the Child Care and Development Block Grant Act.
- xxxvi. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
- xxxvii. Payments received under the Alaska Native Claims Settlement Act.
- xxxviii. Income derived from certain submarginal land or the United States that is held in trust for certain Indian tribes.
- xxxix. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
 - xl. The first \$2000 of per capita shares from judgement funds awarded by Indian Claims.
 - xli. Payments received under the Maine Indian Claims Settlement Act of 1980.
 - xlii. Payments received by Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation.
 - xliii. The first \$2000 of income received by individual Indians derived from interests or trust or restricted land.
 - xliv. 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).

- xliv. 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.
- xlvi. Full amount of student financial assistance and paid directly to the student or to the educational institution.
- xlvii. Temporary, nonrecurring or sporadic income (including gifts).
- xlviii. 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.
- xlix. Adoption assistance payments in excess of \$480 per adopted child.
 - 1. Refunds or rebates under state or local law for property taxes paid on dwelling unit.
 - li. 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.
 - lii. Payments or allowances under DHHS' low-income home energy assistance program (LIHEAP).
 - liii. Federal scholarships funded under Title IV of The Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance program.
 - liv. Payments received from programs funded under Title V of the Older Americans Act of 1965.
 - lv. Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the In Re Agent Orange product liability litigation.
 - lvi. Earned Income Tax Credit refund tax payments.
 - lvii. Any allowance paid under provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is a child of a Vietnam Veteran.
 - lviii. Any amount of crime victim compensation that the applicant (under the Victims Crime Act) receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims Crime Act because of the commission of a crime against the applicant.

F. INCOME FROM ASSETS

1. Acceptable methods of verification include:

a. **Savings Account Interest Income and Dividends**

i. Will be verified by:

1. Account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution.
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution, provided that the PHA must adjust the information to project earnings expected for the next 12 months.

b. **Interest Income from Mortgages or Similar Arrangements**

- i. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
- ii. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

c. **Net Rental Income from Property Owned by Family**

- i. IRS Form 1040 with Schedule E (Rental Income).
- ii. Copies of latest rent receipts, leases, or other documentation of rent amounts.
- iii. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
- iv. Lessee's written statement verifying rent payments to the family and family's notarized statement as to net income realized.

G. VERIFICATION OF ASSETS

1. **Family Assets**

- a. The PHA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).
- b. Verification forms, letters, or documents from a financial institution or broker.
- c. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- d. Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.
- e. Real estate tax statements if the approximate current market value can be deduced from assessment.
- f. Financial statements for business assets.

- g. Copies of closing documents showing the selling price and the distribution of the sales proceeds.
 - h. Appraisals of personal property held as an investment.
 - i. Family's Notarized Statement describing assets or cash held at the family's home or in safe deposit boxes.
2. **Assets Disposed of for Less than Fair Market Value (FMV)** during two years preceding effective date of certification or recertification.
- a. For all Certifications and Recertifications, the PHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.
 - b. If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

1. Child Care Expenses

- a. Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.
- b. Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number and schedule of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.
- c. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

2. Medical and Disability Assistance Expenses

- d. Families who claim medical expenses or expenses to assist a person(s) with disabilities will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:
- e. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
- f. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
- g. Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.
- h. For attendant care:

- i. A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.
 - ii. Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.
- i. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
 - j. Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
 - k. Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. PHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.
 - l. The PHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

3. **Assistance to Persons with Disabilities**

m. In All Cases:

- i. Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
- ii. Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

n. Attendant Care:

- i. Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.
- ii. Certification of family and attendant and/or copies of canceled checks family used to make payments.

c. Auxiliary Apparatus:

- 1. Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
- 2. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

1. Verification of Legal Identity

- a. In order to prevent program abuse, the PHA will require applicants to furnish verification of legal identity for all family members.
- b. The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.
 - i. Certificate of Birth, naturalization papers
 - ii. Church issued baptismal certificate
 - iii. Current, valid Driver's license
 - iv. U.S. military discharge (DD 214)
 - v. U.S. passport
 - vi. Department of Motor Vehicles Identification Card
- c. Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:
 - i. Certificate of Birth
 - ii. Adoption papers
 - iii. Custody agreement
 - iv. Health and Human Services ID
 - v. School records

2. Verification of Marital Status

- a. Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.
- b. Verification of a separation may be a copy of court-ordered maintenance or other records.
- c. Verification of marriage status is a marriage certificate.

3. Familial Relationships

- a. Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.
- b. The following verifications will be required if certification is insufficient:
 - i. Verification of relationship:
 - 1. Official identification showing name
 - 2. Birth Certificates
 - 3. Baptismal certificates
 - ii. Verification of guardianship is:
 - 1. Court-ordered assignment
 - 2. Affidavit of parent
 - 3. Verification from social services agency
 - 4. School records
 - iii. Evidence of an established family relationship:
 - 1. Joint bank accounts or other shared financial transactions
 - 2. Leases or other evidence of prior cohabitation
 - 3. Credit reports showing relationship

4. Split Households: Domestic Violence

- a. Verification of domestic violence when assessing applicant split households includes:
 - i. Shelter for battered persons
 - ii. Police reports
 - iii. District Attorney's office

5. Verification of Permanent Absence of Adult Member

- a. If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will consider any of the following as verification:
 - i. Husband or wife institutes divorce action.
 - ii. Husband or wife institutes legal separation.
 - iii. Order of protection/restraining order obtained by one family member against another.
 - iv. Proof of another home address, such as utility bills, canceled checks for rent, or lease or rental agreement, if available.
 - v. If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

6. Verification of Change in Family Composition

- a. The PHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

7. Verification of Disability

- a. Verification of disability must be receipt of SSI or SSA disability payments under 42 U.S.C. Section 423(d)(1)(A) of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8) or;
- b. Verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

8. Verification of Citizenship/Eligible Immigrant Status

- a. To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

- b. Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.
- c. Eligible Immigrants who are 62 or over are required to sign a declaration of eligible immigration status and provide proof of age.
- d. Noncitizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The PHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the PHA must request within ten days that the INS conduct a manual search.
- e. Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.
- f. Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of non-contending members.
- g. Failure to Provide. If an applicant or tenant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.
- h. Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For tenant families, it is done at the first regular recertification after June 19, 1995. PHAs that previously elected to "opt out" must immediately commence verification of families for whom eligibility status has not been undertaken. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the PHA must conduct the determination.
- i. Extensions of Time to Provide Documents. The PHA will not grant an extension of for families to submit evidence of eligible immigrant status.
- j. Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.
 - i. Resident Alien Card (I-551)
 - ii. Alien Registration Receipt Card (I-151)
 - iii. Arrival-Departure Record (I-94)
 - iv. Temporary Resident Card (I-688)
 - v. Employment Authorization Card (I-688B)
 - vi. Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

- k. A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.
- l. The PHA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

9. Verification of Social Security Numbers

- a. Social security numbers must be provided as a condition of eligibility for all family members six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration.
- b. If a family member cannot produce a Social Security Card, only the documents listed below showing his/her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:
 - i. Identification card issued by a Federal, State or local agency
 - ii. Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
 - iii. An identification card issued by an employer or trade union
 - iv. Earnings statements or payroll stubs
 - v. IRS Form 1099
 - vi. Benefit award letters from government agencies
 - vii. Retirement benefit letter
 - viii. Court records (real estate, tax notices, marriage, divorce, judgment or bankruptcy records)
 - ix. Verification of benefits or SSN from Social Security Administration
- d. New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the PHA.
- e. If an applicant or tenant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or tenant must sign a certification to that effect provided by the PHA. The applicant/tenant or family member will have an additional 60 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's tenancy will be terminated.

- f. In the case of an individual at least 62 years of age, the PHA may grant an extension for an additional 60 days up to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's tenancy will be terminated.
- g. If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

10. Medical Need for Larger Unit

- a. A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

J. VERIFICATION OF SUITABILITY FOR ADMISSION

- 1. Sources to be used to determine suitability include but are not limited to:
 - a. Criminal History Reports
 - b. Prior landlord references
 - c. Physicians, social workers, and other health professionals
 - d. Auburn Housing Authority and Other PHAs (to whom the family may owe debt)
 - e. (See chapter on Eligibility)

2. Ability to meet financial obligations under the lease

All applicants will be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

- a. All applicants will be interviewed and asked questions about the basic elements of tenancy.
- b. The PHA will access a Credit Report on all applicants prior to selection.
- c. The PHA will determine if applicants owe any monies from previous tenancy or participation in any HUD housing program.
- d. The PHA will independently verify the rent-paying history of all applicants for the previous seven years directly with the landlord(s).

3. Drug-related or violent criminal activity

- a. The PHA will complete a criminal background check of all applicants [including other adult members in the household], or any adult member for which criminal records are available.

4. Housekeeping

- a. The PHA will obtain references from prior landlords for the previous seven years to determine acceptable housekeeping standards.
- b. The PHA will conduct a home visit prior to admission.

K. VERIFICATION OF WAITING LIST PREFERENCES [24 CFR 960.206]

1. Local Preferences

a. Auburn Resident:

- i. Verification to qualify for the Auburn resident preference will include at least one of the following:
 - 1. Proof of legal residence (not mailing address) in Auburn, Mechanic Falls, Minot, New Gloucester, Poland or Turner. Acceptable verification includes:
 - 2. Lease or written rental agreement stating lessee's name and street address of unit, and rent receipts proving current occupancy
 - 3. Driver's license or State ID Card
 - 4. Three pieces of mail received at that street address within the past 14 days (for example, utility bills, insurance notifications)
 - ii. Proof of employment by an employer located in Auburn, Mechanic Falls, Minot, New Gloucester, Poland or Turner. Acceptable verification includes:
 - 1. A third-party wage verification completed by the employer
 - 2. Written statement by the employer on their letterhead certifying the individual is actively employed
 - 3. Current pay stub that indicates name and address of employer\
 - iii. Verification that head, spouse, or co-head attends school in Auburn:
 - 1. Written statement from the school or admissions office on the institutions letterhead certifying the individual is currently attending courses, or if school is in recess between semesters, that the individual is enrolled in courses for the next scheduled semester (including an available summer semester)
 - 2. If the student is entering a new program and has not yet attended courses, a receipt showing payment for classes beginning the next scheduled semester

b. Working Families:

- i. Verification of current wage income:
 - 1. Current pay stubs

2. Written verification from employer

c. Displaced by Fire, Flood/Natural Disaster, Government Action:

- i. Written verification from police or fire department, or service agency such as the American Red Cross, that the unit is uninhabitable because of fire, flood or natural disaster
- ii. Written verification by the displacing unit or agency of government
- iii. Written verification of residency on an AWAP shelter.

Chapter 8

TRANSFER POLICY

INTRODUCTION

The transferring of families is a very costly procedure, both to the PHA and to the families. However, it is the policy of the PHA to permit a resident to transfer within or between housing developments; when it is necessary to comply with occupancy standards; or when it will help accomplish the Affirmative Housing goals of the PHA. The transfer policy will be carried out in a manner that does not violate fair housing.

For purposes of this transfer policy the "losing development" refers to the unit from which the family is moving and the "gaining development" refers to the unit to which the family is transferring.

A. GENERAL STATEMENT

1. It is the policy of the PHA to require or permit resident transfers, within and/or between PHA public housing developments for the following reasons:
 - a. To abate dangerous and/or substandard living conditions.
 - b. To accommodate verified physical conditions caused by long-term illness and/or disability; and
 - c. To accommodate resident families that are determined to be over- or under-housed by virtue of their family size.
2. A family may be request and may be approved to transfer for valid and certifiable reasons such as enabling the family to:
 - a. Move into a lower income public housing development (for a higher-income family); or
 - b. The PHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.

B. ELIGIBILITY FOR TRANSFER

1. In order to be determined eligible to receive a transfer, residents must submit the requisite documentation to the PHA, to substantiate their request, and must be in good standing with the PHA.
2. Families transferring to another development must have paid the security deposit in full at the losing development. Any move-out charges will be posted to the new unit.
3. The PHA will charge the families for any damages to the previous unit that exceed that unit's security deposit.
4. Except in emergency situations, transfers will be avoided when the family is:
 - a. Delinquent in its rent;

- b. About to be asked to move for reasons other than non-payment of rent.
- c. Not in good standing with the PHA due to rental history or a history of disturbances.
- d. The PHA will not grant a transfer request solely to accommodate neighbors who "cannot get along."

C. PRIORITY OF TRANSFERS

1. The Transfer Waiting list will be maintained in rank order according to the following priorities:

a. Emergency

- i. Executed within 48 hours of documentation, verification and approval
- ii. Transfer will be within the housing development unless emergency transfer cannot be accomplished in this manner.
- iii. Ratio of transfers to waiting list applicants not applicable
- iv. Emergency transfers are initiated by the AHA.

b. Medical hardship and accessibility

- i. Executed within 60 days of documentation, verification and approval.
- ii. Transfer will be within the housing authority's developments.
- iii. Ratio of transfers to waiting list applicants not applicable
- iv. Medical hardship and accessibility transfers are initiated by the AHA and/or written family request.

c. Underhoused (Overcrowded)

- i. Executed when family's name reaches the top of transfer list and authorized unit available
- ii. Transfer will be within the housing authority's development.
- iii. Ratio of transfers to waiting list applicants not applicable
- iv. Transfers are initiated by the AHA

d. Overhoused

- i. Executed when family's name reaches top of transfer list and authorized unit available.

- ii. Transfer will be within the housing authority's developments.
- iii. Ratio of transfers to waiting list applicants not applicable
- iv. Transfers are initiated by the AHA.

D. EMERGENCY TRANSFER

1. The PHA may authorize an emergency transfer for a participant family if one of the following conditions occurs:
 - a. The resident's unit has been damaged by fire, flood, or other causes to such a degree that the unit is not habitable, provided the damage was not the result of an intentional act, or negligence on the part of the resident or a member of the resident's household.
 - b. The resident's unit has been damaged by fire, flood or other causes to such a degree that the unit is not habitable, provided that, although the damage was a result of carelessness or negligence of the resident or a member of the resident's household, the resident has, in writing, accepted the responsibility for such damage and has agreed to make restitution to the PHA for the expense of repairing such damage.

E. SPECIAL CIRCUMSTANCES TRANSFER

1. The PHA may authorize transfers under special circumstances for a participant family if one of the following conditions occurs:
 - a. There is a reasonable fear of direct violence against the resident. Such transfer requests may include a fear of retaliation for witnessing an incident, or providing testimony or evidence in an eviction or criminal proceeding, or fear of being the victim of a hate crime.
 - i. The PHA will seek input from local law enforcement regarding all requests for transfers due to threat of violence.
2. Transfers due to threat of violence shall have priority over other transfers except for emergency transfers.
3. The PHA has a need, at the discretion of the Rental Programs Manager to transfer the resident family to another unit and the resident voluntarily agrees to such transfer.

F. MANDATORY TRANSFERS

1. If there is a required change in the size of unit needed, it will be necessary for the resident to move to a unit of an appropriate size and a new lease will be executed.
2. If an appropriate unit is not available, the resident will be placed on a transfer list and moved to such unit when it does become available.
3. The PHA will place all families requiring a mandatory transfer due to occupancy standards on a transfer list, which will be reviewed for need-based transfers before any unit is offered to a family on the waiting list.

4. The family will be offered the next appropriately sized unit that becomes available after other such families already on the transfer list who are in need of the same size unit.
5. If a family that is required to move refuses the offered unit, the PHA will evaluate the reason for the refusal and determine if it is one of good cause. If the PHA determines that there is no good cause, the PHA will begin lease termination proceedings.
6. The PHA will consider the living area for occupancy standards so that the family may avoid losing their assistance.
7. The PHA will offer the family an opportunity for an informal conference before terminating the family's lease. The family will have 10 working days from the issue date of the Notice to Terminate to request an informal conference.
8. The Rental Programs Manager may suspend the mandatory transfer policy for an indefinite period of time should the resident request such time as to provide sufficient information to the PHA to support the family's position.

G. NON-MANDATORY TRANSFERS

1. When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory transfer based on occupancy standards, the transfer list will be reviewed for other families desiring a transfer.
2. If there is a participant family waiting for transfer to an available and appropriately sized unit, the participant family will be offered the unit.
3. If a family is on an inventory-wide transfer list and refuses an offered unit, they will be removed from the transfer list unless the PHA determines that the refusal was made for good cause. If so, the family will be allowed to remain in their unit and will remain on the transfer list until another unit is offered.
 - a. Good cause may be any of the following reasons:
 - i. The new unit is more than four miles from the place of employment of at least one member of the family.
 - ii. The new unit is more than four miles from the school or job training program that at least one adult member of the family is attending.
 - iii. Travel for medical treatment from the new unit would create a hardship for an elderly or disabled person.
 - iv. The inconvenience or undesirability of changing schools for any minor child may be considered good cause.

H. MOVING COSTS

1. The resident will pay all moving costs related to the transfer.

2. In the case of transfers due to threat of violence, emergency, or special circumstances, the PHA will determine on a case-by-case basis whether the resident shall be responsible for moving costs.

I. SECURITY DEPOSITS

1. The family will be required to pay a new deposit and upon acceptance of a unit will be informed of the manner in which it is to be paid.
2. If a new deposit will create a financial hardship for the family the PHA may enter into a payment agreement with the family.
3. The PHA will require a new security deposit of all families regardless of whether it is a required move or it is the family's choice.
4. The resident will be billed for any charges that occur as a result of the resident moving out of the apartment.
5. A transfer between developments will not be considered a move-out.

J. PROCESSING TRANSFERS

1. Transfers will be processed as follows:
 - a. The resident's records will show a continuous residence in public housing in one development or the other, but not in both projects at the same time.
2. Both losing and gaining developments involved must have a definite agreement as to when the losing development will move the resident out and the gaining development will move the resident in.
3. Losing Developments
 - a. Transfers to other developments will be processed in the same manner as move-outs. The name of the transferred resident and the name of the development s/he transferred to, with other required information, will be reported as a transfer move-out on the Project Daily Report.
4. Gaining Developments
 - a. Transfers from other developments will be processed in the same manner as move-ins, including a new lease and applicable security deposit. The name of the transferred resident and the name of the development s/he transferred from, with other required information, will be reported as a transfer move-in on the Project Daily Report.
 - b. The transferred resident, between public housing projects, does not have to meet the admission eligibility requirements pertaining to income or preference.

K. TRANSFER REQUEST PROCEDURE

1. Residents requesting transfer to another unit or development will be required to submit a written request for the transfer.

2. Residents applying for a transfer will have to complete a transfer request form stating the reason a transfer is being requested. The Occupancy Specialists will evaluate the request to determine if a transfer is justified.
3. The approved request for transfer form will be kept in a file arranged in chronological order or on the computer by bedroom size.
4. Mandatory transfers due to occupancy standards will be maintained on the transfer list in a manner that allows the PHA to easily distinguish between those that are not mandatory.
5. The gaining development may request the resident's file for review, prior to making a decision on the requested transfer. A second copy of the Request for Transfer will be filed in the resident's folder.
6. The resident will be informed of the security deposit procedures.
7. If the request is denied the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an informal conference if they disagree with the decision.

L. RENT ADJUSTMENTS OF TRANSFERRED RESIDENTS

1. A resident will pay the same rent at the gaining development as s/he paid at the losing development during the month of the transfer. If warranted, the resident's rent will be adjusted by the gaining development to be effective the first of the month following the month of the transfer.
2. The PHA will notify the resident of the rent change by use of the Notice of Rent Adjustment Letter.

M. REEXAMINATION DATE

1. The date of the transfer does not change the reexamination date.
2. The gaining development should be certain that the annual review is properly scheduled to give the staff time to redetermine rent in order to meet the established reexamination date.
3. The losing development will send the family's file to the gaining development once they have been notified that the family has accepted the unit and before the family is leased up. The gaining development will not lease up a family without possession of the family's file.
4. To reduce vacancy time, the losing development may fax the required information to the gaining office, if requested, while the family's file is enroute to the gaining development.

Chapter 9

LEASING [24 CFR 966.4]

INTRODUCTION

It is the PHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the PHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

A. LEASE ORIENTATION

1. Prior to execution of the lease, a PHA representative will provide a lease orientation to the family head and spouse. The orientation may be conducted with more than one family.
2. The family must attend an orientation before taking occupancy of the unit.
3. Orientation Agenda when families attend the lease orientation, they will be provided with:
 - a. A copy of the Lease
 - b. A copy of the PHA's lease and grievance procedure
 - c. A copy of the House Rules
 - d. A copy of the PHA Newsletter
4. Topics to be discussed will include, but are not limited to:
 - a. Applicable deposits and other charges
 - b. Provisions of the Lease
 - c. Family Choice of Rents
 - d. Orientation to the community
 - e. Unit maintenance and work orders
 - f. Explanation of occupancy forms
 - g. Terms of occupancy
 - h. Community Service
 - i. Lead-based paint disclosure notice
 - j. Lead hazard information pamphlet

B. LEASE REQUIREMENTS

1. The initial term of the lease will be for 12 months. The lease will renew automatically for 12-month terms except for noncompliance with the community service requirement, as described in the chapter on community service.
2. Because the lease automatically renews for terms of 12 months, an annual signing process is not required.

C. EXECUTION OF LEASE

1. The lease shall be executed by the head of household, spouse, and all other adult members of the household, and by an authorized representative of the PHA, prior to admission.
2. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.
3. An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and the PHA will retain one in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current PHA policies as well as applicable Federal, State and Local law.
4. The following provisions govern lease execution and amendments:
 - a. A lease is executed at the time of admission for all new tenants.
 - b. A new lease is executed at the time of the transfer of a tenant from one PHA unit to another (with no change in reexamination date).
 - c. If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change.
 - d. Lease signers must be persons legally eligible to execute contracts.
 - e. The names and date of birth of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.
 - f. Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by the PHA, which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice.
 - g. Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to PHA assistance, with the exception of occupancy while serving as the attendant for the participant family member.
5. The PHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

D. ADDITIONS TO THE LEASE

1. Requests for the addition of a new member of the household must be approved by the PHA, prior to the actual move-in by the proposed new member.
2. Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by the PHA will be added to the household.
3. Factors determining household additions:
 - a. Household additions subject to screening:
 - i. Resident plans to marry;
 - ii. Resident is awarded custody of a child over the age for which juvenile justice records are available;
 - iii. Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren).
 - iv. A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.
4. Factors determining household additions that are not subject to screening:
 - a. Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.
5. In such cases where the addition of a new member who has not been born, married, or legally adopted into the family, and the addition will affect the bedroom size required by the family, according to the PHA occupancy standards, the PHA will not approve the addition.
6. The PHA will not approve adding a family consisting of more than one member to the lease. Such applicants will be encouraged to apply to the waiting list.
7. Residents who fail to notify the PHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by the PHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(2 and 3)].
8. Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify the PHA of the move-out within 14 calendar days of its occurrence.
 - a. These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.
 - b. The PHA in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.
9. The resident may not allow visitors to stay overnight more than 14 days in a twelve month period.

10. The resident may not allow visitors to stay overnight more than 3 consecutive days in a twelve month period.
11. The manager may authorize overnight visitors provided the visit does not exceed 7 consecutive days.
12. The family must request PHA approval prior to visitors arriving who wish to be in the unit in excess of 14 days in a year.
13. Visitors who remain beyond this period shall be considered trespassers, and their presence constitutes a breach of the lease.
14. If an individual other than a leaseholder is representing to an outside entity that they are residing in the lessee's unit, the person will be considered an unauthorized member of the household.
15. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit.
16. Residents are not permitted to allow a former tenant of the PHA who has been evicted to occupy the unit for any period of time.
17. Residents must advise the PHA when they will be absent from the unit for more than 3 days and provide a means for the PHA to contact the resident in the event of an emergency. Failure to advise the PHA of extended absences is grounds for termination of the lease.

E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES [24 CFR 8.27(a)(1)(2) and (b)]

1. Before offering a vacant accessible unit to a non-disabled applicant, the PHA will offer such units:
 - a. First, to a current occupant of another unit of the same development, or other public housing developments under the PHA's control, who has a disability that requires the special features of the vacant unit.
 - b. Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
2. The PHA will require a non-disabled applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

F. UTILITY SERVICES

1. Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.
2. Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.
3. Non-payment of excess utility charge payments to the PHA is a violation of the lease and is grounds for eviction.

G. SECURITY DEPOSITS

1. Security Deposit

- a. New tenants must pay a security deposit to the PHA at the time of admission.
- b. The amount of the security deposit required is the higher of Total Tenant Payment or \$150 for elderly/disable households or \$200 for families.
- c. The PHA may permit installment payments of security deposits when a new tenant demonstrates a financial hardship to the satisfaction of the PHA. However, not less than one-half of the required deposit must be paid before occupancy.
- d. The remainder of the deposit must be paid within 60 days.
- e. The PHA will hold the security deposit for the period the tenant occupies the unit.
- f. The PHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:
 - i. Unpaid Rent;
 - ii. Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;
 - iii. Other charges under the Lease.
- g. The PHA will refund the Security Deposit less any amounts owed, within 30 calendar days after move out and tenant's notification of new address.
- h. The PHA will provide the tenant or the person designated by the former tenant in the event of the former tenant's incapacitation or death with a written list of any charges against the security deposit. If the tenant disagrees with the amount charged to the security deposit, the PHA will provide a meeting to discuss the charges.
- i. The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the PHA. All keys to the unit must be returned to the Management upon vacating the unit.
- j. The PHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.
- k. If the tenant transfers to another unit, the PHA will refund the security deposit, less damages, and collect a new deposit, using the current information regarding Total Tenant Payment. If applicable, the tenant will be informed of the new deposit amount.

2. Pet Deposit

- a. See chapters on pet policy.

H. RENT PAYMENTS

- 1. The tenant rent is due and payable at the PHA-designated location on the first of every month. If the

first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

2. If the PHA does not receive payment by the agreed-upon date, a delinquent rent notice will be sent.
3. The notification must include an explanation of the circumstances that will delay the tenant's payment, and indicate the date on which full payment will be made.

I. FEES AND NONPAYMENT PENALTIES

1. If the tenant fails to make payment by the seventh day of the month, and the PHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued to the tenant with a 14 day notice period for failure to pay rent, demanding payment in full or the surrender of the premises.
2. If the tenant fails to make payment by the fourteenth day of the month, a late fee of 4% will be charged.
3. A charge of \$20 or current cost + \$5.00, will be assessed against the tenant for checks which are returned for non-sufficient funds (NSF), or checks written on a closed account. The PHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account.
4. If the PHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued for failure to pay rent.

J. SCHEDULES OF SPECIAL CHARGES

1. Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and tenants upon request.

K. MODIFICATIONS TO THE LEASE

1. Schedules of special charges and rules and regulations are subject to modification or revision. Residents and resident organizations will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.
2. A copy of such notice shall be posted in the central office, and:
3. Posted in at least one conspicuous place within each development in which tenants affected by the modifications or revisions are located.
4. After the proposed changes have been incorporated into the lease and approved by the Board, each family will be notified of the effective date of the new lease.
5. Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

L. CANCELLATION OF THE LEASE

1. Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

M. INSPECTIONS OF PUBLIC HOUSING UNITS

1. Initial Inspections

- a. The PHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the PHA and the tenant, will be kept in the tenant file.

2. Vacate Inspections

- a. Housing management staff and will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.
- b. The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The PHA will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit.
- c. The move-out inspection also assists the PHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.
- d. The resident is encouraged to participate in the move-out inspection.

3. Annual Inspections

- a. The PHA will inspect all units annually using HUD's Uniform Physical Condition Standards (UPCS) as a guideline.
 - i. The unit will be considered to have failed HUD's Uniform Physical Condition Standards if there are any *life-threatening* Health and Safety deficiencies
- b. If a unit fails inspection due to housekeeping or tenant-caused damages, the resident will be given 30 days to correct noted items, after which a follow-up inspection will be conducted.
- c. Residents will be issued a copy of the inspection report with required corrections.
- d. If necessary to bring the unit into UPCS compliance, needed repairs will be completed by the PHA.
- e. All inspections will include a check of all smoke alarms to ensure proper working order.
- f. Inspection report will indicate whether required corrections are to be charged to the resident or covered by the PHA.
- g. Required corrections normally will be repaired by the PHA within 30 days of the inspection date.
 - i. The AHA will document progress on repairs, if they are not complete within 30 days.
- h. Resident will be notified at least 1 days before the date of the required repairs.
- i. Damages beyond "normal wear and tear" will be billed to the tenant.
- j. Residents who repeatedly "fail" the inspection or cause excessive damage to the unit are in violation of their lease.

- i. Residents who are in violation of their lease due to repeated failed inspection will be scheduled for a lease violation conference.

4. Quality Control Inspections

- a. The housing management staff or a qualified designee will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which the PHA can be of service to the family.
- b. The PHA Inspection staff will conduct quality control inspections on 5% of units
 - i. in which housing management staff requested an inspection
 - ii. where repairs were made to vacant units generated by move-out inspections
 - iii. that are under general contract maintenance or contracted out to low bid contractors
- c. The purpose of these quality control inspections is to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.
- d. The PHA inspection staff will conduct quality control inspections for 5 % of units receiving a preventive maintenance inspection the same day of the preventive maintenance inspection.
- e. PHA Inspection Supervisor conducts quality control inspections for 5% of the preventive maintenance inspections conducted.
- f. The property manager will conduct periodic inspections to determine the condition of the unit and to identify problems or issues in which the PHA can be of service to the family.

5. Special Inspections

- a. Rental Programs Manager may request the inspector to conduct a special inspection for housekeeping, unit condition, or suspected lease violation.
- b. HUD representatives or local government officials may review PHA operations periodically and as a part of their monitoring may inspect a sampling of the PHA's inventory.

6. Other Inspections

- a. The PHA inspector will periodically conduct windshield and/or walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations.
- b. Playground inspections are conducted quarterly to determine playground safety.
- c. Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

7. Emergency Inspections

- a. Housing management staff, including PHA inspectors may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, the inspector may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of

Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

8. Emergency Repairs to be Completed in Less than 24 Hours

- a. The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:
 - i. Lock-out (with proper identification of resident)
 - ii. Broken lock which affects unit security
 - iii. Broken window glass which affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)
 - iv. Escaping gas
 - v. Plumbing leaks that can cause flooding or damage to the unit
 - vi. Natural gas leaks or smell of fumes
 - vii. Backed-up sewage
 - viii. Electrical hazard
 - ix. Units with elderly residents in which the PHA-owned heater (seasonal) or refrigerator is inoperable
 - x. Inoperable smoke detectors will be treated as a 24-hour emergency and will be made operable by the PHA if the smoke detector is in need of repair.
 - xi. Residents who disengage smoke detectors for convenience purposes will be cited. Repeated abuse of this will result in termination of tenancy. (See "Housekeeping Citations" in this chapter.)

9. Entry of Premises Notices

- a. The PHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.
- b. The PHA will provide the family with 24 hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.
- c. An adult family member must be present in the unit during the inspection.
- d. If no person is at home, the inspector may enter the unit and conduct the inspection.
- e. If no one is in the unit, the person(s) who enters the unit will leave a written notice to the resident explaining the reason the unit was entered and the date and time.
- f. Where the PHA is conducting regular annual examinations of its housing units, the family will receive reasonable advance notice of the inspection to allow the family to prepare and be able to pass the inspection.

- g. Reasons the PHA will enter the unit are:
 - i. Inspections and maintenance
 - ii. To make improvements and repairs
 - iii. To show the premises for leasing
 - iv. In cases of emergency
- h. The family must call the PHA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.
- i. The PHA will reschedule the inspection not more than once unless the resident has a verifiable medical reason that has hindered the inspection. The PHA may request verification.
- j. Repairs requested by the family will not require prior notice to the family. Residents are notified in the lease that resident-requested repairs presume permission for the PHA to enter.

10. Non-Inspection Emergency Entry

- a. The PHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

11. Family Responsibility to Allow Inspection

- a. The PHA must be allowed to inspect the unit at reasonable times with reasonable notice. 24 hour written notice will be considered reasonable in all cases.
- b. The resident is notified of the inspection appointment by mail. The family must call the PHA at least 24 hours before the inspection date to reschedule the inspection, if necessary.
- c. The PHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason that has hindered the inspection. The PHA may request verification.
- d. If the resident refuses to allow the inspection, the resident will be in violation of the lease and the PHA will schedule a lease violation conference for the family.
- e. If the resident refuses to allow the inspection, the resident will be in violation of the lease.

12. Housekeeping Citations

- a. Residents who "fail" an inspection due to housekeeping will be issued a Housekeeping Citation, and a reinspection will be conducted within seven working days by housing management staff.
- b. If the family fails to comply with the reinspection it can result in lease termination.
- c. Citations will be issued to residents who purposely and for convenience disengage the unit's smoke detector.
- d. Repeated citations will be considered a violation of the lease.

13. Tenant Damages

- a. Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.
- b. "Beyond normal wear and tear" is defined as items that could be charged against the tenant's security deposit under state law or court practice.

Chapter 10

PET POLICY – ELDERLY/DISABLED PROJECTS

[24 CFR Part 5, Subpart C]

INTRODUCTION

PHAs have discretion to decide whether or not to develop policies pertaining to the keeping of pets in public housing units. This Chapter explains the PHA's policies on the keeping of pets and any criteria or standards pertaining to the policy for elderly/disabled projects. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the PHA.

The purpose of this policy is to establish the PHA's policy and procedures for ownership of pets in elderly and disabled units and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

Pet rules will not be applied to animals that assist persons with disabilities. To be excluded from the pet policy, the resident/pet owner must certify:

- That there is a person with disabilities in the household;
- That the animal has been trained to assist with the specified disability

A. MANAGEMENT APPROVAL OF PETS

1. The PHA management must approve all pets in advance.
2. The pet owner must submit and enter into a Pet Agreement with the PHA.
3. Registration of Pets
 - a. Pets must be registered with the PHA before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.
 - b. Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.
 - c. Dogs and cats must be spayed or neutered.
 - d. Execution of a Pet Agreement with the PHA stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.
 - e. Registration must be renewed and will be coordinated with the annual recertification date.

- f. Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

4. Refusal To Register Pets

- a. The PHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.
- b. The PHA will refuse to register a pet if:
 - i. The pet is not a *common household pet* as defined in this policy;
 - ii. Keeping the pet would violate any House Pet Rules;
 - iii. The pet owner fails to provide complete pet registration information, or fails to update the registration annually;
 - iv. The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.
- c. The notice of refusal may be combined with a notice of a pet violation.
- d. A resident who cares for another resident's pet must notify the PHA and agree to abide by all of the pet rules in writing.

B. STANDARDS FOR PETS

- 1. Pet rules will not be applied to animals that assist persons with disabilities, except regarding safety and sanitation requirements.
- 2. Persons With Disabilities
 - a. To be excluded from the pet policy, the resident/pet owner must certify:
 - i. That there is a person with disabilities in the household;
 - ii. That the animal has been trained to assist with the specified disability; and
 - iii. That the animal actually assists the person with the disability.
 - b. See Verification chapter for verification requirements
- 3. Types of Pets Allowed
 - a. A resident may keep no types of pets other than the following.
 - b. Tenants are not permitted to have more than one pet.
 - i. Dogs
 - 1. Maximum number: one

2. Maximum adult weight: 25 pounds
 3. Must be housebroken
 4. Must be spayed or neutered
 5. Must have all required inoculations
 6. Must be licensed as specified now or in the future by State law and local ordinance
- ii. Cats
1. Maximum number (specify)
 2. Must be declawed
 3. Must be spayed or neutered
 4. Must have all required inoculations
 5. Must be trained to use a litter box or other waste receptacle
 6. Must be licensed as specified now or in the future by State law or local ordinance
- iii. Birds
1. Maximum number: one
 2. Must be enclosed in a cage at all times
- iv. Fish
1. Maximum aquarium size 10 gallons
 2. Must be maintained on an approved stand
- v. Rodents (Guinea pig, hamster, gerbil, mouse, or ferret ONLY)
1. Maximum number 2
 2. Must be enclosed in an acceptable cage at all times
 3. Must have any or all inoculations as specified now or in the future by State law or local ordinance

C. PETS TEMPORARILY ON THE PREMISES

1. Pets that are not owned by a tenant will not be allowed.
2. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals will constitute having a pet without permission of the Housing Authority.
3. This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the PHA.
4. State or local laws governing pets temporarily in dwelling accommodations shall prevail.

D. DESIGNATION OF PET/NO-PET AREAS

reserved

E. ADDITIONAL FEES AND DEPOSITS FOR PETS

1. Tenants with animals must pay a pet deposit.
2. The resident/pet owner shall be required to pay a refundable deposit for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat.
3. An initial payment of \$300 on or prior to the date the pet is properly registered and brought into the apartment, and;
4. The PHA reserves the right to change or increase the required deposit by amendment to these rules.
5. The PHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.
6. The PHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.
7. The PHA will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.
8. All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:
 - a. The cost of repairs and replacements to the resident's dwelling unit;
 - b. Fumigation of the dwelling unit;
 - c. Common areas of the project.
9. Pet Deposits are not a part of rent payable by the resident.

F. ALTERATIONS TO UNIT

1. Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

G. PET WASTE REMOVAL CHARGE

1. A separate pet waste removal charge of \$25 per occurrence will be assessed against the resident for violations of the pet policy.
2. Pet deposit and pet waste removal charges are not part of rent payable by the resident.
3. All reasonable expenses incurred by the PHA as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including:

- a. The cost of repairs and replacements to the dwelling unit;
 - b. Fumigation of the dwelling unit.
4. If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.
 5. If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount that exceeds the pet deposit.
 6. The pet deposit will be refunded when the resident moves out or no longer has a pet on the premises, whichever occurs first.
 7. The expense of flea disinfestations shall be the responsibility of the resident.

H. PET AREA RESTRICTIONS

1. Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.
2. Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.
3. Residents/Pet Owners are required to clean their pet waste even in designated exercise areas.

I. NOISE

1. 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 housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

J. CLEANLINESS REQUIREMENTS

1. Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.
2. Litter shall not be disposed of by being flushed through a toilet.
3. Litter boxes shall be stored inside the resident's dwelling unit.
4. Removal of Waste From Other Locations. The Resident/Pet Owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in a container provided by the PHA.
5. Any unit occupied by a dog, cat, or rodent will be fumigated at the time the unit is vacated.
6. The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

K. PET CARE

1. No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 10 hours.

2. All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.
3. Residents/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.

L. RESPONSIBLE PARTIES

1. The resident/pet owner will be required to designate two responsible parties for the care of the pet 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 to care for the pet.

M. INSPECTIONS

1. The PHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

N. PET RULE VIOLATION NOTICE

1. If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.
2. The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:
 - a. That the resident/pet owner has three days or less from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;
 - b. That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
 - c. That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

O. NOTICE FOR PET REMOVAL

1. If the resident/pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.
2. The Notice shall contain:
 - a. A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated;
 - b. The requirement that the resident /pet owner must remove the pet within seven days of the notice; and
 - c. A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

P. TERMINATION OF TENANCY

1. The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:
2. The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and
3. The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

Q. PET REMOVAL

1. If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. Includes pets who are poorly cared for or have been left unattended for over 12 hours.
2. If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or local agency and request the removal of the pet.
3. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

R. EMERGENCIES

1. The PHA 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 or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.
2. If it is necessary for the PHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

Reserved

Chapter 11

PET POLICY – GENERAL OCCUPANCY (FAMILY) PROJECTS

[24 CFR Part 960, Subpart G]

INTRODUCTION

This Chapter explains the PHA's policies on the keeping of pets in general occupancy projects and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the PHA.

The purpose of this policy is to establish the PHA's policy and procedures for ownership of pets in general occupancy (family) projects and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

This policy does not apply to animals that are used to assist, support or provide service to persons with disabilities, or to service animals that visit public housing developments.

A. ANIMALS THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO PERSONS WITH DISABILITIES

1. The resident/pet owner will be required to qualify animals (for exclusion from the pet policy) that assist, support or provide service to persons with disabilities.
2. Pet rules will not be applied to animals that assist, support or provide service to persons with disabilities. This exclusion applies to both service animals and companion animals as reasonable accommodation for persons with disabilities. This exclusion applies to such animals that reside in public housing and that visit these developments.

B. STANDARDS FOR PETS

1. Types of Pets Allowed

- a. No types of pets other than the following may be kept by a resident. The following types and qualifications are consistent with applicable State and local law.
 - i. Birds
 1. Maximum number: one
 2. Must be enclosed in a cage at all times
 - ii. Fish
 1. Maximum aquarium size 10 gallons
 2. Must be maintained on an approved stand
 - iii. Rodents (Guinea pig, hamster, gerbil, mouse, or ferret ONLY)
 1. Maximum number two

2. Must be enclosed in an acceptable cage at all times
3. Must have any or all inoculations as specified now or in the future by State law or local ordinance

2. The following are NOT considered "common household pets":

- a. Domesticated dogs and cats. (Animals certified to assist persons with disabilities are exempt from this weight limitation).
- b. Animals who would be allowed to produce offspring for sale.
- c. Wild, feral, or any other animals that are not amenable to routine human handling.
- d. Any poisonous animals of any kind.
- e. Fish in aquariums exceeding ten gallons in capacity.
- f. Non-human primates.
- g. Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.
- h. Pot-bellied pigs.
- i. Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children.
- j. Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.
- k. Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them.
- l. Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans.
- m. Snakes or other kinds of reptiles.

C. REGISTRATION OF PETS

1. Pets must be registered with the PHA before they are brought onto the premises.
2. Approval for the keeping of a pet shall not be extended pending the completion of these requirements.
3. Refusal to Register Pets

- a. If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial. The notification will be served in accordance with HUD notice requirements.
- b. The PHA will refuse to register a pet if:
 - i. The pet is not a “common household pet” as defined in this policy;
 - ii. Keeping the pet would violate any House Rules;
 - iii. The pet owner fails to provide complete pet registration information;
 - iv. The pet owner fails to update the registration annually;
 - v. The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet’s temperament and behavior may be considered as a factor in determining the pet owner’s ability to comply with the provisions of the lease.
 - vi. The notice of refusal may be combined with a notice of pet violation.

D. PET AGREEMENT

- 1. Residents who have been approved to have a pet must enter into a Pet Agreement with the PHA.
- 2. The Resident will certify, by signing the Pet Agreement, that the Resident will adhere to the following rules:
 - a. Agree that the resident is responsible and liable for all damages caused by their pet(s).
 - b. All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement.
 - c. All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside areas.
 - d. Tenants are prohibited from feeding stray animals.
 - e. The feeding of stray animals will constitute having a pet without permission of the Housing Authority.
 - f. Residents shall not feed any stray animals; doing so, or keeping stray or unregistered animals, will be considered having a pet without permission.
 - g. No animals may be tethered or chained outside or inside the dwelling unit.
 - h. When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.
 - i. All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of \$25 per incident. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet.

- j. Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.
- k. The Resident/Pet Owner shall be responsible for the removal of waste from any animal or pet exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin immediately.
- l. Pet owners must take precautions to eliminate pet odors.
- m. The resident/pet owner shall take adequate precautions to eliminate any animal or pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.
- n. Mandatory implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals.
- o. The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.
- p. The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any impoundment fees, and the PHA accepts no responsibility for pets so removed.
- q. That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.
- r. Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.
- s. Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.
- t. Dogs may only be kept in dwelling units with an enclosed yard space. Pet owners may not alter their unit or patio to accommodate an animal.

E. LIMITATIONS ON PET OWNERSHIP

- 1. Animals with fur, such as rodents, will not be permitted in portions of developments where residents have identified a family member with verified asthma exacerbated by fur or allergies to fur.

F. DESIGNATION OF PET-FREE AREAS

- 1. The following areas are designated as no-pet areas:
 - a. AHA playgrounds
 - b. AHA day care centers
 - c. AHA management offices

- d. AHA community centers
- e. AHA recreation center areas

G. PETS TEMPORARILY ON THE PREMISES

- 1. Excluded from the premises are all animals and/or pets not owned by residents, except for service animals.
- 2. Residents are prohibited from feeding or harboring stray animals.
- 3. This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the PHA.
- 4. State or local laws governing pets temporarily in dwelling accommodations shall prevail.

H. DEPOSITS FOR PETS

- 1. There are no pet deposits for General Occupancy Units

I. ADDITIONAL PET FEES

- 1. The PHA does not require a non-refundable nominal fee.

J. PET WASTE REMOVAL CHARGE

- 1. A separate pet waste removal charge of \$25 per occurrence will be assessed against the resident for violations of the pet policy.
- 2. Pet waste removal charges are not part of rent payable by the resident.

K. PET AREA RESTRICTIONS

- 1. Pets must be maintained within the resident's unit.
- 2. Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

L. CLEANLINESS REQUIREMENTS

- 1. Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up/emptied daily by the pet owner, disposed of in heavy, sealed plastic trash bags, and placed in a trash container immediately.
- 2. Litter shall not be disposed of by being flushed through a toilet.
- 3. Litter boxes shall be stored inside the resident's dwelling unit.
- 4. A litter box is also the cage/enclosure used to contain the household pet.

M. PET CARE

- 1. No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 12 hours.

2. All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.
3. Residents/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.

N. RESPONSIBLE PARTIES

1. The resident/pet owner will be required to designate two responsible parties for the care of the pet 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 to care for the pet.

O. INSPECTIONS

1. The PHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

P. PET RULE VIOLATION NOTICE

1. The authorization for a common household pet may be revoked at any time subject to the Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.
2. Residents who violate these rules are subject to:
 - a. Mandatory removal of the pet from the premises within 30 days of notice by the Housing Authority; or if for a threat to health and safety, removal within 24 hours of notice.
 - b. Lease termination proceedings.
3. If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.
4. The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:
 - a. That the resident/pet owner has 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;
 - b. That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
 - c. That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

Q. NOTICE FOR PET REMOVAL

1. If the resident/pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

2. The Notice shall contain:
 - a. A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated;
 - b. The requirement that the resident/ pet owner must remove the pet within 5 days of the notice; and
 - c. A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

R. TERMINATION OF TENANCY

1. The Property Manager will initiate procedures for termination of tenancy based on a pet rule violation if:
 - a. The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and
 - b. The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

S. PET REMOVAL

1. If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets who are poorly cared for or have been left unattended for over 12 hours.
2. If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or local agency and request the removal of the pet, or the PHA may place the pet in a proper facility for up to 30 days. If there is no other solution at the end of 30 days, the PHA may donate the pet to a humane society. Cost of this professional care will be borne by the pet owner.
3. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

T. EMERGENCIES

1. The PHA 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 or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.
2. If it is necessary for the PHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.
3. This Pet Policy will be incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

Chapter 12

REEXAMINATIONS

[24 CFR 5.613, 24 CFR 5.61524 CFR Part 960 Subpart C]

INTRODUCTION

HUD requires that the PHA offer all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent are required to complete a reexamination of income, deductions and allowances at least once every three years. To determine the amount of income-based rent, it is necessary for the PHA to perform a reexamination of the family's income. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions and allowances. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but the PHA decides what other changes must be reported and the procedures for reporting them. This Chapter defines the PHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

1. Residents who meet the following criteria will be eligible for continued occupancy:
 - a. Qualify as a family as defined in this policy;
 - b. Are in full compliance with the obligations and responsibilities described in the dwelling lease;
 - c. Whose family members, age 6 and older, each have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number;
 - d. Whose family members have submitted required citizenship/eligible immigration status/noncontending documents.

B. ANNUAL REEXAMINATION

1. The terms *annual recertification* and *annual reexamination* are synonymous
2. In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.
3. Families who choose flat rent are to be recertified every three years. For families who move in on the first of the month, the annual recertifications will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year.)
4. For families who move in during the month, the annual recertifications will be completed no later than the first of the month in which the family moved in, the following year. (Example: If family moves in August 15, the effective date of the next annual recertification is August 1.)
5. When families move to another dwelling unit:
 - a. An annual recertification will be conducted (unless a recertification has occurred in the last 120 days) and the anniversary date will be changed.

6. Reexamination Notice to the Family

- a. All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format. The PHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.
- b. The notification shall explain family choice of income-based or flat rent, with an estimate of what the income-based rent would be and a statement of what the flat rent is.
- c. The family may call the PHA indicating whether the family chooses income-based or flat rent.
- d. If the family chooses flat rent, no reexamination appointment will be necessary.

7. Methodology

- a. If the family chooses income-based rent, or if the family has paid the flat rent for three (3) years, the PHA will use the following methodology for conducting annual recertifications:
 - i. To schedule the specific date and time of appointments in the written notification to the family.

8. Persons with Disabilities

- a. Persons with disabilities, who are unable to come to the PHA's office will be granted an accommodation of conducting the interview at the person's home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

9. Collection of Information

- a. The family is required to complete a personal declaration form prior to then annual recertification interview

10. Requirements to Attend

- a. The following family members will be required to attend the recertification interview and sign the application for continued occupancy:
 - i. All adult household members
- b. If the head of household is unable to attend the interview:
 - i. The appointment will be rescheduled.

11. Failure to Respond to Notification to Recertify

- a. The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to 2 days prior to the interview.
- b. If the family does not appear for the recertification interview, and has not rescheduled or made

prior arrangements with the PHA, the PHA will reschedule a second appointment.

- c. If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the PHA will terminate tenancy for the family.

12. Documents Required From the Family

- a. In the notification letter to the family, the PHA will include instructions for the family to bring the following:
 - i. Documentation of income for all family members
 - ii. Documentation of liquid and non-liquid assets
 - iii. Documentation to substantiate any deductions or allowances
 - iv. Personal Declaration Form completed by head of household
 - v. Documentation to verifying compliance with community service by all non-exempt adults

13. Verification of Information

- a. All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 120 days old. All verifications will be placed in the file, which has been established for the family.
- b. When the information has been verified, it will be analyzed to determine:
 - i. the continued eligibility of the resident as a *family* or as the *remaining member* of a family;
 - ii. the unit size required by the family;
 - iii. the amount of rent the family should pay.

14. Changes In The Tenant Rent

- a. If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued [24 CFR 966.4(c)].
- b. Tenant Rent Increases
 - i. If tenant rent increases, a thirty-day notice will be mailed to the family prior to the anniversary date.
 - ii. If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the second month following the thirty day notice.

- iii. If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

c. Tenant Rent Decreases

- i. If tenant rent decreases, it will be effective on the anniversary date.
- ii. If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the PHA.
- iii. If tenant rent decreases and the change occurred within a month prior to the recertification appointment, but the family did not report the change as an interim adjustment, the decrease will be effective on the recertification anniversary date.

C. REPORTING INTERIM CHANGES

1. Program participants must report all changes in household income, assets, and composition to the HA within 14 calendar days. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HA approval prior to all other additions to the household and the individual or group of individuals to be added must meet the HA eligibility and suitability criteria as outlined in Chapter 2.
2. If any new family member is added, family income must include any income of the new family member. The HA will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the Housing Assistance Payment and family unit size.
3. During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.
4. Changes in Income
 - a. For a change that would result in a reduction of the total tenant payment:
 - i. If the family reports in a timely manner, any reduction in the family share of rent will become effective the first day of the month following the change.
 - ii. If the family fails to report as required, any decrease in the tenant rent will be effective on the first of the month following the month the change was actually reported.
 - iii. If the change in household income or family composition is reported by the 20th day of the month, the interim reexamination will be completed by the 1st day of the following month provided the Housing Specialist is able to complete the verification process in a timely manner.
 - iv. Changes reported after the 20th day of the month will be processed in a timely manner and will become effective retroactively to the first day of the month following the change.
 - b. For a change that would result in an increase of the total tenant payment:

- i. Annual cost of living increases for Social Security benefits will not be counted until the next annual reexamination.
- ii. Increases to the family share of rent caused by family members obtaining employment wages, or increased wage income due to a pay raise, change in jobs, or promotion, will only be processed at the family's next annual reexamination, unless such change occurs within 60 days of program admission or a reexamination.
- iii. Changes in family composition or household income, other than wage increases, that will result in an increase in the family share of rent will become effective the first day of the month following a thirty day notice of increase.
- iv. If the family fails to report changes, including an increase in wage income, that would result in an increase of the family share of rent within 14 calendar days a retroactive interim reexamination will be completed. The family will then be required to repay any overpayment of subsidy resulting from failure to report such changes.

D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

- 1. The PHA will not reduce the public housing rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in welfare benefits due to:
 - a. Fraud by a family member in connection with the welfare program; or
 - b. Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program
- 2. A "specified welfare benefit reduction" does not include a reduction of welfare benefits due to:
 - a. The expiration of a lifetime time limit on receiving benefits; or
 - b. A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:
 - i. the family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.
 - c. Noncompliance with other welfare agency requirements.
- 3. Definition of Covered Family:
 - a. A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

4. Definition of "Imputed Welfare Income":
 - a. The amount of annual income, not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family's income for purposes of determining rent.
 - b. The amount of imputed welfare income is determined by the PHA, based on written information supplied to the PHA by the welfare agency, including:
 - i. The amount of the benefit reduction
 - ii. The term of the benefit reduction
 - iii. The reason for the reduction
 - iv. Subsequent changes in the term or amount of benefit reduction
 - c. Imputed welfare income will be included at annual and interim reexaminations during the term of reduction of welfare benefits.
 - d. The amount of imputed welfare income will be offset by the amount of additional income a family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed income will be reduced to zero.
 - e. If the family was not an assisted resident of public housing when the welfare sanction began, imputed welfare income will not be included in annual income.
5. Verification Before Denying a Request to Reduce Rent
 - a. The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.
 - b. The PHA will rely on the welfare agency's written notice to the PHA regarding welfare sanctions.
6. Cooperation Agreements
 - a. The PHA has a written cooperation agreement in place with the local welfare agency that assists the PHA in obtaining the necessary information regarding welfare sanctions.
 - b. The PHA has taken a proactive approach to culminating an effective working relationship between the PHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.
 - c. The PHA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

7. Family Dispute of Amount of Imputed Welfare Income
 - a. If the family disputes the amount of imputed income and the PHA denies the family's request to modify the amount, the PHA will provide the tenant with a notice of denial, which will include:
 - i. An explanation for the PHA's determination of the amount of imputed welfare income.
 - ii. A statement that the tenant may request a grievance hearing.
 - iii. A statement that the information received from the welfare agency cannot be disputed at the grievance hearing, and the issue to be examined at the grievance hearing will be the PHA's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.
 - b. If the tenant requests a grievance hearing, the tenant is not required to pay an escrow deposit pursuant to 966.55(e) for the portion of tenant rent attributable to the imputed welfare income.

E. OTHER INTERIM REPORTING ISSUES

1. An interim reexamination will be scheduled for families with zero income monthly.
2. In the following circumstances, the PHA may conduct the interim recertification by mail:
 - a. As a reasonable accommodation when requested. (See Chapter titled "Statement of Policies and Objectives")
3. Any changes reported by residents other than those listed in this section will be noted in the file by the staff person, but will not be processed between regularly scheduled annual recertifications
4. PHA Errors
 - a. If the PHA makes a calculation error at admission to the program or at an annual or interim reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

F. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

1. Standard for Timely Reporting of Changes

- a. The PHA requires that families report interim changes to the PHA within ten working days of when the change occurs. Any information, document or signature needed from the family that is needed to verify the change must be provided within 10 working days of the change.
- b. If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the PHA), it will be considered untimely reporting.

2. Procedures When the Change is Reported in a Timely Manner

- a. The PHA will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:
 - i. Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.
 - ii. Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported.
 - iii. The change may be implemented based on documentation provided by the family, pending third-party written verification.

3. Procedures when the Change is not Reported by the Tenant in a Timely Manner

- a. If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:
- b. Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, and may be required to sign a Repayment Agreement.
- c. Decrease in Tenant Rent will be effective on the first of the month following completion of processing by the PHA and not retroactively.

4. Procedures when the Change is not Processed by the PHA in a Timely Manner

- a. "Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the PHA in a timely manner.
- b. Therefore, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the PHA.
- c. If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

G. REPORTING OF CHANGES IN FAMILY COMPOSITION

1. The members of the family residing in the unit must be approved by the PHA. The family must inform the PHA and request approval of additional family members other than additions due to birth, adoption, marriage, court-awarded custody before the new member occupies the unit.
2. The PHA will not approve the addition of family members other than by birth, adoption, marriage or court-awarded custody where the occupancy standards would require a larger size unit.
3. All changes in family composition must be reported within 10 working days of the occurrence in writing.
4. If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head of household or spouse that the member (who may be the head of household) removed is permanently absent.
5. The head of household must provide a statement that the head of household or spouse will seek permission from the PHA if the removed member returns to the household for a period longer than the visitor period allowed in the lease.
6. Increase in Family Size
 - a. The PHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:
 - i. Addition by marriage/or marital-type relation.
 - ii. Addition of a PHA-approved live-in attendant.
 - iii. Addition due to birth, adoption or court-awarded custody.
 - iv. Families who need a larger sized unit because of voluntary additions will have lower priority on the Transfer List than other families who are required to change unit size.
 - b. If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.
7. Definition of Temporarily/Permanently Absent
 - a. The PHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.
 - b. Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.
 - c. It is the responsibility of the head of household to report changes in family composition. The PHA will evaluate absences from the unit in accordance with this policy.
8. Absence of Entire Family
 - a. These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the PHA will

terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

- b. Families are required to notify the PHA before they move out of a unit in accordance with the lease and to give the PHA information about any family absence from the unit.
- c. Families must notify the PHA if they are going to be absent from the unit for more than three consecutive days. A person with a disability may request an extension of time as an accommodation.
- d. "Absence" means that no family member is residing in the unit.
- e. In order to determine if the family is absent from the unit, the PHA may:
 - i. Conduct home visit
 - ii. Write letters to the family at the unit
 - iii. Post letters on exterior door
 - iv. Verify if utilities are in service
 - v. Check with Post Office for forwarding address
 - vi. Contact emergency contact
- f. If the entire family is absent from the unit, without PHA permission, for more than fifteen consecutive days, the unit will be considered to be vacant and the PHA will terminate tenancy.
- g. As a reasonable accommodation for a person with a disability, the PHA may approve an extension. (See Absence Due to Medical Reasons for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.
- h. If the absence which resulted in termination of tenancy was due to a person's disability, and the PHA can verify that the person was unable to notify the PHA in accordance with the lease provisions regarding absences, and if a suitable unit is available, the PHA may reinstate the family as an accommodation if requested by the family.

9. Absence of Any Member

- a. Any member of the household will be considered permanently absent if s/he is away from the unit for one consecutive month or sixty days except as otherwise provided in this Chapter.

10. Absence due to Medical Reasons

- a. If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remain current.

- b. If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the PHA's "Absence of Entire Family" policy.

11. Absence due to Incarceration

- a. If the sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 30 consecutive days. The rent and other charges must remain current during this period.
- b. The PHA will determine if the reason for incarceration is for drug-related or criminal activity which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents.

12. Foster Care and Absences of Children

- a. If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA will determine from the appropriate agency when the child/children will be returned to the home.
- b. If the time period is to be greater than 6 months from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the PHA's occupancy guidelines.

13. Absence of Adult

- a. If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat that adult as a visitor for the first 14 calendar days.
- b. If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the lease may be transferred to the caretaker.
- c. If the court has not awarded custody or legal guardianship, but the action is in process, the PHA will secure verification from social services staff or the attorney as to the status.
- d. The caretaker may be allowed to remain in the unit, as a visitor, until a determination of custody is made.
- e. When the PHA approves a person to reside in the unit as caretaker for the child(ren), the income of the caretaker should be counted pending a final disposition. The PHA will work with the appropriate service agencies to provide a smooth transition in these cases.
- f. If a member of the household is subject to a court order that restricts him/her from the home for more than 30 days, the person will be considered permanently absent.
- g. If an adult child goes into the military and leaves the household, they will be considered permanently absent.
- h. Full time students who attend school away from the home will be treated in the following manner:

- i. Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

14. Visitors (See Chapter on Leasing)

- a. Any adult not included on the HUD 50058 who has been in the unit more than 14 consecutive days, or a total of fifteen cumulative days in the month will be considered to be living in the unit as a/an unauthorized household member.
 - i. "Living in the unit" does not necessarily require sleeping in the unit. If an adult is in the unit more often than not totaling more than 14 days during the month, they are considered "living in the unit"
- b. Absence of evidence of another credible address will be considered verification that the visitor is an unauthorized household member.
- c. Statements from neighbors and/or PHA staff will be considered in making the determination.
- d. The PHA will consider:
 - i. Statements from neighbors and/or PHA staff
 - ii. Vehicle license plate verification
 - iii. Post Office records
 - iv. Law enforcement reports
- e. Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.
- f. The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the PHA will terminate the family's lease since prior approval was not requested for the addition.
- g. Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 45-days per year without being considered a member of the household.
- h. In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT

- 1. To be considered the remaining member of the tenant family, the person must have been previously approved by the PHA to be living in the unit.
- 2. A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.
- 3. In order for a minor child to continue to receive assistance as a remaining family member:

- a. The court has to have awarded emancipated minor status to the minor or is legally married; or
4. A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

I. CHANGES IN UNIT SIZE

1. The PHA shall grant exceptions from the occupancy standards if the family requests and the PHA determines the exceptions are justified according to this policy.
2. The PHA will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage or court-awarded custody.
3. When an approvable change in the circumstances in a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

(Reference chapter on Occupancy Standards)

J. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

1. Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.
2. "Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:
3. The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; AND
4. The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head, co-head or spouse.
5. Mixed families who qualify for continued assistance after 11/29/96 may receive prorated assistance only.
6. If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See Chapter titled "Factors Related to Total Tenant Payment Determination"). The PHA may no longer offer temporary deferral of termination (See Chapter on "Lease Terminations").

Reserved

Chapter 13

LEASE TERMINATIONS

[24 CFR 966.4]

INTRODUCTION

The PHA may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (1)(2)], and the terms of the lease. This Chapter describes the PHA's policies for notification of lease termination and provisions of the lease.

A. TERMINATION BY TENANT

1. The tenant may terminate the lease by providing the PHA with a written 30-day notice (plus one day) advance notice as defined in the lease agreement.

B. TERMINATION BY PHA

1. Termination of tenancy will be in accordance with the PHA's lease.
2. The public housing lease is automatically renewable, EXCEPT the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements. See Chapter on Community Service.
3. The PHA may terminate the lease at any time by giving written notice for serious or repeated violation of material terms of the lease, NOTE YOUR LEASE:
 - a. Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent;
 - b. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;
 - c. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
 - d. Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purposes;
 - e. Failure to abide by necessary and reasonable rules made by the PHA for the benefit and well being of the housing project and the Tenants;
 - f. Failure to abide by applicable building and housing codes materially affecting health or safety;
 - g. Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;
 - h. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;

- i. Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such act
- j. Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or
- k. The Tenant, any member of the Tenant's household, or a guest shall not engage in criminal activity, including drug-related criminal activity, *on or off* public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
- l. Any other person under the tenant's control shall not engage in such activity on public housing premises.
- m. If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest, the PHA will be notified by the County Attorney's Office that it is to bring an unlawful detainer action against that Tenant. The PHA will then commence unlawful detainer procedures to terminate the Lease.
- n. Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- o. Non-compliance with Non-Citizen Rule requirements.
- p. Failure of a family member to comply with community service provisions, as grounds only for non-renewal of the lease and termination of tenancy at the end of the 12-month lease term;
- q. Discovery after admission of facts that made the tenant ineligible;
- r. Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;
- s. Failure to accept the PHA's offer of a lease revision to an existing lease that is on a form adopted by the PHA in accordance with HUD regulations, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.
- t. Other good cause.

C. NOTIFICATION REQUIREMENTS

1. The PHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Chapter on Complaints, Grievances and Hearings.)
2. Notices of lease termination shall be in writing and delivered to tenant or adult member of the household or sent by first class mail properly addressed to tenant.
3. The notice shall contain a statement describing the resident's right to meet with the manager to determine whether a reasonable accommodation would eliminate the need for a lease termination.
4. Disclosure of Criminal Records to Family
 - a. Before the PHA terminates the lease based on a criminal conviction record, the tenant and subject of record will be provided with a copy of the criminal record. Tenants may dispute the accuracy and relevance of that record at the grievance hearing or court hearing.
5. Timing of the Notice
 - a. If the PHA terminates the lease, written notice will be given as follows:
 - i. At least 14 calendar days prior to termination in the case of failure to pay rent;
 - ii. A reasonable time, according to State law, considering the seriousness of the situation but not to exceed 30 days:
 1. If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 2. If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
 3. If any member of the household has been convicted of a felony.
 - iii. At least thirty days prior to termination in all other cases.
 - b. The PHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.
6. Criminal Activity
 - a. The PHA will immediately terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

- b. The PHA will terminate assistance of participants in cases where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.
 - i. The PHA will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous 6 months.
- c. "Engaged in or engaging in or recent history of" drug related criminal activity means any act within the past 5 years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.
- d. "Engaged in or engaging in or recent history of" criminal activity means any act within the past 5 years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the PHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.
- e. The PHA may waive the requirement regarding drug-related criminal activity if:
 - i. The person demonstrates successful completion of a credible rehabilitation program approved by the PHA, or
 - ii. The individual involved in drug-related criminal activity is no longer in the household because the person has died or is imprisoned.
- f. The PHA may permit continued occupancy provided the family accepts imposed conditions that the involved family member(s) does not reside in the unit. The PHA will consider evidence that the person is no longer in the household such as a divorce decree/incarceration/death/ copy of a new lease for the person including the owner's telephone number and address/ or other substantiating evidence.

D. RECORD KEEPING

- 1. A written record of every termination and/or eviction shall be maintained by the PHA at the development where the family was residing, and shall contain the following information:
 - a. Name of resident, number and identification of unit occupied;
 - b. Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;
 - c. Specific reason(s) for the Notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail (other than the Criminal History Report);
 - d. Date and method of notifying the resident;

- e. Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.
2. Records for persons whose leases were terminated for any reason will be kept by the PHA indefinitely.

E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]

1. If the PHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for [specify period not less than 24 months]. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

Chapter 14

COMPLAINTS, GRIEVANCES AND APPEALS

[24 CFR Part 966 Subpart B]

INTRODUCTION

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies to be used when families disagree with a PHA decision. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

Grievances shall be handled in accordance with the PHA's approved Grievance Procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

A. COMPLAINTS

1. PHA will respond promptly to all complaints.
2. Each complaint regarding physical condition of the units may be reported by phone to the Property Manager. Anonymous complaints are checked whenever possible. The PHA does require that complaints be put in writing.
3. Complaints from families. If a family disagrees with an action or inaction of the PHA, complaints will be referred to the Senior Property Manager. Complaints regarding physical condition of the units may be reported by phone to the Senior Property Manager and Rental Programs Manager.
4. Complaints from staff. If a staff person reports a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the Senior Property Manager and Rental Programs Manager.
5. Complaints from the general public. Complaints or referrals from persons in the community in regard to the PHA or a family will be referred to the Senior Property Manager and Rental Programs Manager.
6. Anonymous complaints will be checked whenever possible.

B. APPEALS BY APPLICANTS

1. Applicants who are determined ineligible, who do not meet the PHA's admission standards, or where the PHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.
2. Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing.
3. Applicants must submit their request for an informal hearing in writing to the PHA within 10 working days from the date of the notification of their ineligibility.
4. If the applicant requests an informal hearing, the PHA will provide an informal hearing within 15 working days of receiving the request. The PHA will notify the applicant of the place, date, and time.

5. Informal hearings will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.
6. The applicant may bring to the hearing any documentation or evidence s/he wishes and the evidence along with the data compiled by the PHA will be considered by the hearing officer.
7. The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within 5 working days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.
8. The grievance procedures for Public Housing tenants do not apply to PHA determinations that affect applicants.

C. APPEALS BY TENANTS

1. Grievances or appeals concerning the obligations of the tenant or the PHA under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of the PHA, which is in effect at the time such grievance or appeal arises.

(See the PHA's Grievance Procedure contained in this chapter.)

D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

1. Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.
2. Assistance to a family may not be terminated or denied while the PHA hearing is pending but assistance to an applicant may be delayed pending the PHA hearing.
3. INS Determination of Ineligibility
 - a. If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the PHA notifies the applicant or tenant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the PHA either in lieu of or subsequent to the INS appeal.
 - b. If the family appeals to the INS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.
 - c. The request for a PHA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.
 - d. After receipt of a request for an informal hearing, the hearing is conducted as described in the "Grievance Procedures" section of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the PHA will:
 - i. Deny the applicant family.
 - ii. Terminate the participant.

- e. If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible members.
4. All other complaints related to eligible citizen/immigrant status:
- a. If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.
 - b. Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.
 - c. Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

E. GRIEVANCE PROCEDURES

A. DEFINITIONS

- a. A complainant under this grievance procedure is defined as any Tenant whose rights, duties, welfare or status are or may be adversely affected by Auburn Housing Authority action or failure to act and who files a grievance or complaint with the Authority with respect to such action or failure to act.
- b. Grievance or complaint is defined as any dispute with respect to Authority action or failure to act in accordance with lease requirements, or any Authority action or failure to act involving interpretation or application of the Authority's regulations, policies or procedures which affects the rights, duties welfare or status of the complainant.

B. PROCEDURE PRIOR TO A HEARING

- a. Any grievance or complaint must be set forth in a written statement, which must be signed by the complainant and filed in the Authority office at 20 Great Falls Plaza or in the Authority's office in the designed community within a reasonable time of the Authority action or failure to act which is the basis of the grievance. The grievance shall be simply stated, and shall specify the particular grounds upon which it is based and the action which is requested. The complainant should personally present his/hers written grievance to on of the Authority's office referred to above so that the grievance may be informally discussed and settled without a hearing, if possible. A copy of the grievance shall be retained by the complainant and a copy shall be filed with the Authority's representative within the housing development. All grievances and/or copies must be date-stamped at the time of receipt by the Authority. Grievances in the form of appeals from an Authority notice of intention to terminate a tenancy shall not be governed by this Paragraph B.a. but shall be made in the manner provided in Paragraph B.c. below.
- b. An answer in writing to each grievance, dated and signed by the Authority's Executive Director or other appropriate official, shall be delivered or mailed to the complainant within five days of receipt by the Authority of the Tenant's grievance. A copy of the answer shall be filed with the grievance in the appropriate office of the designed community. The answer shall specify:
 - i. The proposed disposition of the grievance the specific reasons therefore;

- ii. The right of the complainant to a hearing;
 - iii. The procedure by which a hearing may be obtained.
- c. If the complainant is dissatisfied with the proposed disposition of his/her grievance, as stated in the Executive Director's or other Authority official's answer, or if the complainant's grievance is in the form of an appeal from an Authority notice of intention to terminate a tenancy, the complainant may submit a written request for a hearing to the Authority's office at 20 Great Fall Plaza or the Authority's office with the housing development. Upon filing a written request as provided in this paragraph, a complainant shall have the right to a hearing before the Hearing Officer. This written request shall be made within ten days of receipt of the Authority's answer to the complainant's grievance, or within ten days of receipt of a notice of intention to terminate tenancy, whichever is applicable. The written request for a hearing must be date-stamped and filed in the appropriate Authority office along with the grievance and answer. The Hearing Officer shall be advised promptly of the request for a hearing by the appropriate Authority official; shall schedule the hearing for a date, within ten days of the date of the request for a hearing, at a time and place reasonable convenient to all parties; and shall inform the complainant thereof in writing.
- d. If the complainant does not request a hearing within the time period allowed in sub-paragraph (c) above, (s)he waives his/her right to the hearing, and the Authority's proposed disposition of the grievance will become final. This disposition shall not, however, constitute a waiver of the complainant's disposition of his/her grievance in an appropriate judicial proceeding.
- C. SELECTION OF THE HEARING OFFICER: The Hearing Officer shall be an impartial, disinterested person selected by the Authority, other than a person who make or approved the Authority action under review or a subordinate of such person. If the Hearing Officer is not an employee of Auburn Housing Authority, he/she shall receive a \$50.00 stipend for his/her services.
- D. THE HEARING
- a. The parties shall be entitled to a fair hearing before the Hearing Officer and may be represented by counsel or other person chosen as a representative.
 - b. The hearing shall be private unless complainant request and the Hearing Officer agrees to a public hearing. This shall not be construed to limit the attendance of persons with a valid interest in the proceedings.
 - c. Complainant may examine before the hearing and, at his/her expense, copy all documents, records and regulations of the Authority that are relevant to the hearing. Any document not made available, after request therefore by the complainant, may not be relied on by the Authority or the project management at the hearing. The complainant may request in advance and at his/her expense a transcript of the hearing.
 - d. If the dispute is over the amount of rent or other charges which the Authority claims to be due, the complainant shall deposit the amount in dispute in an escrow account by the date of the hearing, pending settlement of the dispute by the hearing officer. The complainant shall thereafter deposit the same amount of the monthly rent in the escrow account monthly until the complaint is resolved by decision of the hearing officer. These requirements may be waived by the Authority in extenuating circumstances, at the Authority's sole discretion. If the complainant fails to make the deposits required by this paragraph, and if the Authority has not specifically waived the deposit requirements with respect to the specific grievance at issue, the hearing officer may determine that the complainant has waived his/her right to the hearing. Such determination shall not constitute a waiver of the complainant's right to thereafter contest the Authority's disposition of his grievance in an appropriate judicial proceeding.

- e. At the hearing the complainant must first show a reasonable basis for the relief he/she is seeking from the Authority's proposed action or inaction, and then the burden is on the Authority to justify the action or inaction proposed by it in its answer to the grievance.
- f. The complainant shall have the right to present evidence and arguments in support of his/her complaint to controvert evidence relied on by the Authority and to confront and cross-examine witnesses.
- g. If a complainant fails to appear at a Hearing, he/she shall be deemed to have waived his/her right to the Hearing. Such a determination shall not constitute a waiver of complainant's right to thereafter contest the Authority's disposition of his/her grievance in an appropriate judicial proceeding.

E. DECISION OF THE HEARING OFFICER

- a. The decision of the Hearing Officer shall be based solely and exclusively upon facts presented at the hearing and upon applicable Authority and HUD regulations. To the extent that the decision is not inconsistent with State law, the United States Housing Act of 1937, as amended, HUD regulations and requirements promulgated thereunder, or the Annual Contributions Contract, and to the extent provided in subsection (f) below, the decision of the Hearing Officer shall be binding on the Authority.
- b. If both parties agree to prepare a proposed decision to the Hearing Officer, each party shall submit same to the Hearing Officer for his/her consideration.
- c. The Hearing Officer shall prepare his/her written decision including a statement of findings and conclusions; as well as the reasons or basis therefore, upon all material issued raised by the parties. This shall be completed within five days after the date of the hearing. Copies thereof shall be mailed or delivered to the parties and/or their representatives.
- d. The written decision of the Hearing Officer, with all names and identifying references deleted, shall be maintained on file by the Authority and made available for inspection by a prospective complainant or his/her representative.
- e. Any judicial decision or related settlement pertaining to the decision of the Hearing Officer shall also be maintained on file by the Authority and made available for inspection.
- f. If the decision is in favor of the complainant, the Authority shall promptly take all actions necessary to carry out such decision or refrain from any action prohibited by such decision unless the Board of Commissioners of the Authority determines and notifies the complainant in writing within thirty days that the Hearing Officer has acted arbitrarily or exceeded his/her authority. In such event the Hearing Officer's decision may be judicially reviewed.

F. APPEAL OF THE HEARING OFFICER'S DECISION

A decision by the Hearing Officer which is in favor of the Authority and/or denies the complainant his/her requested relief in whole or in part, shall not constitute a waiver of, nor affect in any manner, whatever rights the complainant may have to a trial de novo in judicial proceedings which may thereafter be brought in the matter.

Chapter 15

FAMILY DEBTS TO THE PHA

INTRODUCTION

This Chapter describes the PHA's policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties.

When families owe money to the PHA, the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to:

Requests for lump sum payments

Civil suits

Payment agreements

Collection agencies

Credit bureaus

A. PAYMENT AGREEMENT FOR FAMILIES

1. A Payment Agreement as used in this Plan is a document entered into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.
 - a. The maximum amount for which the PHA will enter into a payment agreement with a family is unlimited.
 - b. The maximum length of time the PHA will enter into a payment agreement with a family is 12 months.
 - c. The minimum monthly amount of monthly payment for any payment agreement is \$35.
2. Late Payments
 - a. A payment will be considered to be in arrears if:
 - i. The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.
 - b. If the family's payment agreement is in arrears, the PHA will:
 - i. Require the family to pay the balance in full
 - ii. Terminate tenancy

- c. If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears:
 - i. The family will be permitted to move.

3. Payment Schedule for Monies Owed to the PHA

<u>Initial Payment Due (% of Total Amount)</u>	<u>Amount Owed</u>	<u>Maximum Term</u>
100%	0 - \$500	1 month
30%	\$501 or more	12 months

4. Guidelines for Payment Agreements

- a. Payment agreements will be executed between the PHA and the head of household and spouse.

5. Additional Monies Owed

- a. If the family has a payment agreement in place and incurs an additional debt to the PHA:
 - i. The PHA will normally terminate tenancy..

B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

- 1. HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.
- 2. Family Error/Late Reporting
 - a. Families who owe money to the PHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Section of this Chapter.
- 3. Program Fraud
 - a. Families who owe money to the PHA due to program fraud will be required to repay in accordance with the guidelines in Section A of this Chapter.
 - b. If a family owes an amount which equals or exceeds \$2000 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the PHA will refer the case for criminal prosecution.

C. WRITING OFF DEBTS

- 1. Debts will be written off if:
 - a. A determination is made that the debtor is judgment proof.
 - b. The debtor is deceased.

Reserved

Chapter 16

COMMUNITY SERVICE

[24 CFR Part 960 Subpart F and 24 CFR 903.7(l)]

INTRODUCTION

IMPORTANT NOTICE

The community service requirement was suspended for Federal Fiscal Year 2002, for all developments except HOPE VI developments (Department of Veteran Affairs and Housing and Urban Development, and Independent Agencies Appropriation Act, 2002, at Section 432). The requirement has been reinstated for Federal fiscal year 2003.

A. REQUIREMENT

1. Each adult resident of the PHA shall:
 - a. Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or
 - b. Participate in an economic self-sufficiency program (defined below) for 8 hours per month; or
 - c. Perform 8 hours per month of combined activities (community service and economic self-sufficiency program)

B. EXEMPTIONS

1. The PHA shall provide an exemption from the community service requirement for any individual who:
 - a. Is 62 years of age or older;
 - b. Has a disability that prevents him/her from being gainfully employed defined in the regulations as 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 who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or
 - c. Is a primary caretaker of such individual;
 - d. Is engaged in work activities;
 - e. Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 **et seq.**) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program; or
 - f. Is participating in a welfare to work program defined as a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 **et seq.**) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

2. The PHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.
3. The PHA will permit residents to change exemption status during the year if status changes.

C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM

1. For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by HUD as: Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.
2. 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 other program necessary to ready a participant to work (such as substance abuse or mental health treatment).
3. The PHA will give residents the greatest choice possible in identifying community service opportunities.
4. The PHA will consider a broad range of self-sufficiency opportunities.

D. ANNUAL DETERMINATIONS

1. For each public housing resident subject to the requirement of community service, the PHA shall, at least 30 days before the expiration of each lease term, review and determine the compliance of the resident with the community service requirement.
2. Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.
3. The PHA will verify compliance annually. If qualifying activities are administered by an organization other than the PHA, the PHA will obtain verification of family compliance from such third parties.
4. Family members will not be permitted to self-certify that they have complied with community service requirements.

E. NONCOMPLIANCE

1. If the annual verification determines that a resident subject to the community service requirement has not complied with the requirement, the PHA shall notify the resident of such noncompliance, and that:
 - a. The determination of noncompliance is subject to the administrative grievance procedure under the PHA's Grievance Procedures; and
 - b. Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed, and
 - c. The PHA may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the PHA enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement,

by participating in an economic self-sufficiency program for or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

d. The head of household and the noncompliant adult must sign the agreement to cure.

2. Ineligibility for Occupancy for Noncompliance

a. The PHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the community service requirement and failed to comply with the requirement.

F. PHA RESPONSIBILITY

1. The PHA will ensure that all community service programs are accessible for persons with disabilities.

2. The PHA will ensure that:

a. The conditions under which the work is to be performed are not hazardous;

b. The work is not labor that would be performed by the PHA's employees responsible for essential maintenance and property services; or

c. The work is not otherwise unacceptable.

Chapter 17

VIOLENCE AGAINST WOMEN ACT (VAWA)

ADOPTED OCTOBER 31, 2007

BOARD RESOLUTION NUMBER # 2691

INTRODUCTION

An applicant or family that is or has been a victim of domestic violence, dating violence, or stalking, as defined below, will not be denied participation or terminated, if the victim of such violence otherwise qualifies for assistance.

“Domestic Violence” has the same meaning given the term in section 4002 of the Violence Against Women Act of 1994;

“Dating Violence” has the same meaning given the term in section 4002 of the Violence Against Women Act of 1994;

“Stalking” means: to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and, in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to; that person; or a member of the immediate family of that person; or the spouse or intimate partner of that person.

“Immediate Family Member” means, with respect to a person a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood and/or marriage.

Nothing in this Section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

All information provided to an owner, manager, or Auburn Housing Authority pursuant to this Section, including the fact that an individual is a victim of domestic violence, dating violence, or stalking; shall be retained in confidence by Auburn Housing Authority; and shall neither be, entered into any shared database; nor provided to any related entity; except to the extent that disclosure is requested or consented to by the individual in writing, required for use in an eviction proceeding, or otherwise required by applicable law.

A. INCIDENTS OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING

In responding to an incident or incidents of actual or threatened domestic violence, dating violence, or stalking, Auburn Housing Authority may request that an individual certify via a HUD approved certification form that the individual is a victim of domestic violence, dating violence, or stalking; and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse; and meet the requirements set forth above. Such certification shall include the name of the perpetrator.

The individual shall provide such certification within 14 business days of the date that the participant receives the written request for certification from the owner, manager, or public housing agency.

If the individual does not provide the certification within the 14 business days set forth above, nothing in this Section may be construed to limit the authority of a landlord to evict, or Auburn Housing Authority to terminate the tenancy or occupancy rights for, any tenant or lawful occupant that commits violations of the lease. Auburn Housing Authority may extend the 14-day deadline at its sole discretion.

1. An individual may satisfy the certification requirement above by:

providing Auburn Housing Authority with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, in which the professional attests under the penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incident in questions are:

bona fide incidents of abuse; and

the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or

producing a Federal, State, tribal, territorial, or local police court record.

Nothing in this subsection shall be construed to require Auburn Housing Authority to demand that an individual produce official documentation or physical proof of the individual's status as a victim of domestic violence, dating violence, sexual assault, or stalking in order to receive any of the benefits provided in this section. At its discretion, Auburn Housing Authority may provide benefits to an individual based solely on the individual's statement or other corroborating evidence.