

The Housing Authority of Mayfield

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

2014

Note:

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

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

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SECTION I.

INTRODUCTION:

1. Purpose of Policy: - The purpose of this policy (Admissions and Continued Occupancy Policy) is to establish guidelines for the Public Housing Authority (HA) staff to follow in determining eligibility for admission to and continued occupancy of Public Housing. The basic guidelines for this policy are governed by requirements of The Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The Policies and Procedures governing Admissions and Continued Occupancy are outlined in this policy and these requirements are binding upon applicants, residents and this HA alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

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

2. Outreach - As much information as possible about Public Housing may be disseminated through local media (newspaper, radio, television, etc.). For those who call the HA Office, the staff may be available to convey essential information.
 - The HA may hold meetings with local community agencies.
 - The HA may sponsor "Open House" programs within the public housing community to attract potential tenants to view a public housing unit.
 - The HA may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families.

SECTION II.

FAIR HOUSING POLICY

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

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

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

SECTION III.

FAMILY INFORMATION, VERIFICATION & PRIVACY RIGHTS

- The family must supply any information that the HA or HUD determines is necessary in the administration of the public housing program. "Information" includes any requested certification, release or other documentation.
- The family must supply any information requested by the HA or HUD for use in a regularly scheduled annual or interim reexamination of family income, community service or self-sufficiency requirements and family composition in accordance with HUD requirements.
- Any information supplied by the family must be true and complete.

- The use or disclosure of information obtained from a family or from another source pursuant to this release and consent shall be limited to purposes directly connected with the administration of the program.
- Applicants will be required to sign the Federal Privacy Act Statement, which states under what conditions HUD will release tenant information.
- Requests for information by other parties must be accompanied by a signed release request in order for the HA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations.

The following levels of income verification are noted according to its hierarchy:

Highest: Up-front Income Verification (UIV) is mandatory [Title 24 CFR 5.236(b)(2)].

High: Mandatory third-party written verification addressed directly to the HA).

Medium: Third-party oral: Mandatory if third-party written verification is not available.

Medium-low: Document review: To be used on a provisional basis, as a supplement to UIV, or in situations where UIV and third-party verification are not obtained.

Low: Tenant declaration: Last resort form of verification to be used when no other method is available.

SECTION IV. DEFINITION OF TERMS

Definitions are amended from time to time and are contained in Title 24 CFR, which are incorporated by reference as if fully set out herein.

Note:

If the Total Annual Income minus the above deductions result in a rent that is less than the established minimum rent, the HA's adopted minimum rent will prevail.

1. **ADULT** - An adult is a person who has reached his/her 18th birthday. Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.
2. **BREAK-IN** - Break-in mean bona fide attempts at burglary, which are reported to the police department and are subject to verification by written police reports furnished by the local law enforcement entity.
3. **CHILD** - A member of the family, other than the family head or spouse, who is under 18 years of age.
4. **CHILD CUSTODY** - An applicant/occupant family who does not have full custody of child/children may only claim a child as a dependent by the following:
 - A. The applicant/occupant must have primary custody of the child.
 - B. The applicant/occupant must provide sufficient evidence that if the applicant were admitted to public housing the child would reside with the applicant. More than one applicant cannot claim the same child.

5. COMMUNITY SERVICE or SELF-SUFFICIENCY REQUIREMENT - Each non-exempt adult family member must perform eight (8) hours of qualifying community service or self-sufficiency activity per month.
6. DEPENDENT - A member of the family (except foster children **and foster adults**), other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. An unborn child shall not be considered a dependent.
7. FAMILY - The term "family" as used in this policy means:
 - A. Two or more persons, with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size); who live regularly together as a single household in the dwelling unit. By definition, a family must contain a competent adult of at least 18 years of age or older to enter into a contract and is capable of functioning as the head of the household. If an individual is 18 and qualifies under the definition of family, the head of household and the all adults must be parties to the lease, if residing in the premises.
 - B. An elderly family;
 - C. A near-elderly family;
 - D. A disabled family;
 - E. A displaced family (a person, family, displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws);
 - F. The remaining member of a tenant family; and
 - G. A single person who is not elderly or a displaced person, or a person with disabilities, or the remaining member of a tenant family.

Note:

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

8. FLAT RENT - The market value of the unit as set by the survey conducted by the HA in accordance with HUD rules and regulations. No utility allowances will be applied to the flat rent amount.

Note:

For families who choose flat rents, the HA must conduct a reexamination of family composition and community service requirements (IF APPLICABLE) at least annually, and must conduct a reexamination of family income at least once every three (3) years.

9. INFANT - A child under the age of two years.

10. INTERIM REDETERMINATION OF RENT - Changes of rent between admissions and reexaminations and the next succeeding reexamination.
11. LIVE-IN AIDE - A person who resides with an Elderly, Disabled, or Handicapped person or persons and who:
 - A. Is determined by the HA to be essential to the care and well-being of the person(s)
 - B. Is not obligated for support of the person(s)
 - C. Would not be living in the unit except to provide supportive services. The income of a Live-in-aide that meets these requirements is not included as income to the tenant family. **A Live-in Aide must be approved, in advance, by the HA and meet eligibility requirements for public housing occupancy.**
12. MAXIMUM RENTS - The "maximum rent" for public housing authorities (HAs) referred to in Guidebook 7465.7, "Restrictions on Assistance to Non-citizens," is determined by the HA by using the methodology specified in Appendix A.
13. MINIMUM RENT - The HA has the discretion to establish the "minimum rent" from \$0 up to \$50. The minimum rent established by this HA is \$50.
14. MINOR - A "minor" is a person under eighteen years of age. (An unborn child may not be counted as a minor.)
15. NEAR ELDERLY - A family whose head or spouse or "sole member" is at least fifty years of age, but below the age of sixty-two.
16. RECERTIFICATION - Recertification is sometimes called reexamination. The process of securing documentation, which indicates that tenants meet the eligibility requirements for continued occupancy.
17. RE-EXAMINATION DATE - The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent. The re-examination date(s) is the anniversary date (month) of the lease.
18. REMAINING MEMBER OF THE RESIDENT FAMILY - The person(s) of legal age remaining in the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must occupy the public housing unit to which he claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete forms necessary for housing within ten days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain in the unit.

Any person who claims him or herself as a remaining member shall, in the event that the HA declares him or her ineligible for remaining member status, be entitled to the grievance process upon notice to him or her that he or she is not considered to be a remaining member of the household. The person requesting

remaining member status must request this grievance process in writing within ten days from the date of the departure of the head of household. In the interim time between the time of the request for the grievance process and the decision by the hearing officer, all rent which was due pursuant to the lease, shall be deposited into an escrow account with the HA under the same provisions as those relating to tenants requesting a grievance hearing relating to rent under the grievance process. The HA does not recognize the person as a tenant by giving him or her the opportunity for a grievance hearing. A remaining member shall not be considered to be a tenant until such time as a new lease is executed by the HA and the person granted tenant status after the verification status.

Note:

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

NOTE: THE INCOME BASED RENT MAY NOT EXCEED THE FLAT RENT.

SECTION V. APPLYING FOR ADMISSION

1. How to Apply: - Families wishing to apply for Public Housing shall complete an on-line application for public housing assistance.

On-line applications may be completed using the computer located at 312 Brookside Drive Mayfield, KY or using a computer with internet access.

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

Completed on-line applications will be accepted for all applicants and the information will be verified by the HA.

Applicants are solely responsible to keep their on-line application information current.

Individuals who have a physical impairment which would prevent them from completing an on-line application in person may call the HA to make special arrangements to complete their on-line application. A Telecommunication Device for the Deaf (TDD) is no longer required as these services are available through the telephone service provider. If the applicant is visually impaired, all notices must be in a format understandable by applicant.

2. Closing of Application In-take:

If the HA is taking applications, the HA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to occupy a public housing unit within the next 12 month period.

Application taking may be suspended by bedroom size, if applicable. The HA will make known to the public through publication in a newspaper of general circulation, and other suitable means the fact that applications for public housing units are being suspended.

3. Opening of Application In-take: When the HA decides to start taking applications; the waiting list may be opened by bedroom size.

The HA will utilize the following procedures:

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

4. Application Period (Dates): - The application taking closing date may be determined administratively at the same time that the HA determines to open enrollment. The open enrollment period shall be long enough to allow enough applicants as required by the projected turnover and the number of public housing vacancies.

SECTION VI. MISSED APPOINTMENTS

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

- Complete Application
- Ensure third-party verification information
- Briefing prior to Occupancy
- Leasing Signature
- Inspections
- Recertification
- Interim Adjustment
- Other Appointments or Requirements to Bring in Documentation as Listed in this Plan
- Scheduled Counseling Sessions
- Move-In appointments

Process When Appointment(s) Are Missed: - For most of the functions above, the family may be given two appointments. If the family does not appear or call to reschedule the appointment(s) required, the HA may begin termination procedures. The applicant or tenant will be given an opportunity for an informal meeting or hearing, as appropriate pursuant to the grievance process.

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

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

If the letter was returned to the HA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent. Applicants must notify the HA, in writing, if their address changes during the application process.

SECTION VII. MISREPRESENTATION BY THE APPLICANT OR TENANT

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

SECTION VIII. ADMISSION ELIGIBILITY AND CRITERIA:

1. The HA is responsible for screening family behavior and suitability for tenancy. All families who are admitted to the Public Housing Program in the HA must be individually determined eligible under the terms of this plan. In order to be determined eligible, an applicant family must meet **all** of the following requirements:
 - A. The applicant family must qualify as a family as defined in the Definitions Section.
 - B. The applicant family's Total Annual Family Income as defined in the Definitions Section, must not exceed income limits established by HUD for Public Housing.
 - C. Head of Household must be 18 years of age or older.
2. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), credit reports, National Crime Identification Center (NCIC) reports, landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented and placed in the applicant's file. Such documentation may include reports of interviews, letters, or telephone conversations with reliable sources. As a minimum, such reports shall indicate the date, the source of the information, including the name and title of the individual contacted, and a resume of the information received.

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

3. If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he/she will be so informed and the reasons stated in writing. The applicant will be granted ten calendar days from the date stated on the ineligible letter to request an informal meeting. The applicant may bring any person he/she wishes to represent them at the informal meeting. The request for an informal meeting must be submitted in writing. However, the request must be received by the HA within the time frame established by the HA for the meeting.

4. Single persons, other than elderly or disabled, living alone or intending to live alone who do not meet any of the definitions of a family are only eligible for one bedroom and/or efficiency units.
5. Declaration of Citizenship: The HA may not provide assistance to nor make financial assistance available to a person other than United States citizens, nationals, or certain categories of eligible non-citizen in HUD's assisted housing programs.
6. Once an applicant becomes a tenant in the HA's public housing program, the head of household must request permission to add another person to the dwelling lease. The person being added must meet all eligibility requirements before the HA will approve any addition to the dwelling lease.

SECTION IX. VERIFICATION AND DOCUMENTATION

Families are required to provide Social Security Numbers (SSN) for all family members prior to admission, if they have been issued SSN by the Social Security Administration. All members of the family defined above must either:

1. Submit SSN documentation; or
2. Sign a certification if they have not been assigned a SSN. If the individual is under 18, his or her parent or guardian must execute the certification. If the participant who has signed a certification form obtains a SSN, it must be disclosed at the next regularly scheduled reexamination, or next rent change. Verification will be done through a valid Social Security card issued by the Social Security Administration.

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

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

These documents shall include the following:

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

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

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

Additional documentation that may be required in determining eligibility:

- Temporary Assistance To Needy Families (TANF)
- Birth Certificate, or Driver's License that displays the date of Birth and/or form (s) that are issued by a Federal, State, City or County Agency that displays the date of Birth.
- Child Care Verification
- Credit References (History)
- Credit Bureau Reports
- Employer's Verification
- Landlord Verification
- Social Security Benefits
- Assets Verification
- Bank Accounts: Checking Accounts - \$500 + Balance Saving Accounts - \$100 + Balance

5. Personal References: Personal references (other than family members) may be used when an applicant cannot produce prior rental history records.
6. Supplemental Social Security Income (SSI) Benefits
7. Unemployment Compensation
8. VA Benefits
9. Any other reasonable information needed to determine eligibility may be requested by the HA, which may include police reports.
10. Separation means the ending of co-habitation by mutual agreement. - If an applicant is divorced* or separated and has children by that spouse, applicant must provide at least one of the verifications listed below:
 - A. A FINAL divorce decree. *(Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced)
 - B. Verification that applicant is receiving court-ordered child support from former spouse.
 - C. Verification that applicant is pursuing child support through Department of Human Resources, Child Support Unit or Circuit Clerk's Office.

- D. If applicant is receiving personal child support, then applicant can make arrangements to have the child support paid documented through the court system, either through the circuit clerk's office, Department of Human Resources, or through a court referee.
- E. Receiving TANF (Temporary Assistance to Needy Families) through the Department of Human Resources for former spouse's children.
- F. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.
- G. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and those they filed from different addresses.
- H.
 - (1) Written statement from Lawyer that applicant has filed suit for divorce because of physical abuse.
 - (2) A written statement from an abuse shelter, law enforcement agency, social service agencies that applicant needs housing due to physical abuse.

Note:

Pertaining to 11 H(1) & (2): Applicant will also be required to sign a statement to the effect that the separated person will not be permitted in the resident's apartment or on the resident's property because of the physical abuse situation.

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

- I. Food stamp verification - If no other documentation is available.
11. If applicant is divorced* or separated from a person and has no children by that person, applicant must provide at least one of the verifications listed below:
- A. A final divorce decree. *(Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced)
 - B. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.
 - C. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
 - D.
 - (1) Written statement from Lawyer that applicant has filed suit for divorce because of physical abuse.
 - (2) A written statement from an abuse shelter, law enforcement agencies, social services agencies that applicant needs housing due to physical abuse.

Note:

Pertaining to, 12D (1) & (2): The applicant will be required to sign a statement stating that the separated person will not be permitted in the resident's apartment or on the resident's property because of the physical abuse situation.

Also, the person involved with physical abuse will be banned from all HA property if the applicant is housed.

- E. Food Stamp Verification - If no other documentation is available.

SECTION X. GROUND FOR DENIAL OF ADMISSION

- 1. The HA is neither required nor obligated to assist families who:
 - A. Owes rent, other amounts, or judgments to any HA or any other federally subsidized housing program, the applicant will be declared ineligible. At the HA's discretion, the applicant may be declared eligible upon payment of debt, with the date and time of application being the time of payment and meeting other criteria.

Note:

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

- B. Have previously been evicted from public housing.
- C. Committed acts, which would constitute fraud in connection with any federally assisted housing program.
- D. Did not provide information required within the time frame specified during the application process.
- E. Convicted of drug-related criminal activity or violent criminal activity. The PHA shall prohibit admission to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
- F. Has a history of not meeting financial obligations, especially rent.
- G. Has a record or history of disturbance of neighbors, destruction of property, or living or housekeeping habits, which may adversely affect the health, safety, or welfare of the other tenants.
- H. Has a record or history of criminal activity involving crimes of physical violence to persons or property and other criminal activity, which may adversely affect the health, safety, or welfare of other tenants.

- I. During the interview process the applicant demonstrates hostile behavior that indicates that the prospective applicant may be a threat to our public housing residents.
- J. The applicant family must have properly completed all application requirements, including verifications. Intentional misrepresentation of income, family composition or any other information affecting eligibility will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.
- K. The applicant and all adults must sign a release allowing the HA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. If the HA uses the information to deny or terminate assistance the HA must provide a copy of the information used in accordance with Criminal Records Management Policy.
- L. If the applicant is a former Public Housing or Section 8 participant, anywhere, who vacated the unit in violation of his lease, the applicant may be declared ineligible.
- M. If the HA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HA may waive this requirement if:
 - (1) The person demonstrates to the HA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - (2) Has successfully completed a court ordered supervised drug or alcohol rehabilitation program;
 - (3) Has otherwise been rehabilitated successfully; or
 - (4) is participating in Graves County's Drug Court Program.

Note:

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

- 2. If an applicant is denied admission, the HA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant ten (10) calendar days to request an informal meeting, in writing, with the HA. A HA representative will hear the appeal and issue a decision as soon as practical after receipt of the written request of an informal meeting.
- 3. As a general rule applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:
 - A. Denied admission for two (2) years for the following:
 - Past rental record
 - Bad rent paying habits
 - Bad housekeeping habits, in and outside the unit
 - Damages

- Disturbances
 - Live-ins
 - Vacating without proper notice
 - Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.
- B. Denied admission for three (3) years for the following:
- Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction, or completion of sentence and/or probation period (whichever is later).
 - The HA can waive this requirement if: the person demonstrates to the HA's satisfaction successful completion of a rehabilitation program approved by the HA, or the circumstances leading to the eviction no longer exist.
- C. Denied admission for five (5) years for the following:
- Fraud (giving false information on the application is considered fraud).
 - An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period.(Whichever is later)
 - Drug use without evidence of rehabilitation.
- D. Denied admission for ten (10) years for the following:
- Conviction for Drug Trafficking. The ten years shall begin on the date of the last reported act, completion of sentence and/or probation period (whichever is later).
- E. Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
- F. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed" or "meth") anywhere.

Note:

These time frames (with the exception of "E & F") are only guidelines and the HA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other tenants or may admit persons who exhibit evidence of rehabilitation.

SECTION XI. TENANT SELECTION AND ASSIGNMENT PLAN

1. Equal Opportunity: - The Fair Housing Act makes it illegal to discriminate on the basis of race, color, religion, sex, handicap, familial status and national origin. This HA shall not deny to any family the opportunity of applying for admission nor shall it deny to any eligible applicant the opportunity of leasing or renting a dwelling suitable to its need in any low-rent project operated by this HA.
2. Selection Process: - Tenants shall be selected from among eligible applicant families whose family composition is appropriate to available dwelling units. The HA will take into consideration the needs of

individual families for low rent housing and the statutory purpose in developing and operating a socially and financially sound low-income housing project, which provides a decent home and a suitable living environment and fosters economic and social diversity in the tenant body as a whole. Selection will be made in such a manner as:

- A. For every fiscal year, each HA shall reserve a percentage of its new admissions for families whose incomes do not exceed thirty percent of the area median income. The goal for public housing shall be forty percent of new admissions. In reaching the new admissions goals, the HA's are required to avoid concentrating very low income families in projects and must comply with the de-concentration policy.
 - B. To maintain a tenant body in each project composed of families with a broad range of income and rent paying ability which is generally representative of the range of incomes of low income families in the HA's area of operation as defined by state law.
3. Order of Selection: - Applications will be filed in the following hierarchical order:
- A. Unit size\type needed by applicants
 - B. Preferences, if applicable
 - C. Date and time of application
 - D. Provided, however, the provisions of the de-concentration rule, contained within this policy, shall supersede the selection of applicants based on date and time and local preference points, if applicable, and allow the HA to skip families on the waiting list to accomplish this goal.
4. Verification of Preference, If Applicable: - At the time of application, initial determinations of an applicant's entitlement to a Preference may be made on the basis of an applicant's certification of their qualification for that preference. Before selection is made, this qualification must be verified.

SECTION XII. GROUND FOR DENIAL AND OPPORTUNITY FOR HEARING

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

Note:

The HA grievance procedure applies only to residents. It does NOT apply to applicants or non public housing program renters.

SECTION XIII.

INCOME VERIFICATION AND DOCUMENTATION

1. The HA will conduct the following for verification purposes:
 - "Verification of Employment" for wage earners;
 - Verification of public assistance for those persons who receive public assistance;
 - Documentation of exceptional medical and/or other expenses (elderly family status);
 - Verifications of assets (savings, stocks, bonds, etc.);
 - Birth Certificates; and
 - Other means or sources of income verification.
2. Once all of the information is verified the HA shall calculate the monthly income based rent. The family will be notified of this amount and the amount of the flat rent. The family shall have the option to choose its monthly rent payment.

As soon as a determination can be made, applicants will be informed, in writing, by an authorized HA representative that they have been declared eligible or ineligible. Applicants that are determined ineligible will be informed, in writing, of their right to an informal meeting if they believe that such determination is unjust.

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

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

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

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

SECTION XIV.

ORIENTATION OF FAMILIES

1. Briefing: Purpose of the Briefing: - The purpose of the briefing is to cover the occupancy requirements for the tenant and the landlord. The briefing is conducted as follows:
 - A. Once the HA determines that an applicant is eligible and the applicant's name reaches the top of the waiting list, the HA shall offer an apartment to the applicant. The applicant shall be given an opportunity to view the apartment prior to the signing of the lease and other documents required before occupancy. After the offer is made and after this viewing, and when the offer is accepted, a HA representative will schedule an appointment with the prospective tenant, for orientation.

An Applicant can reject an offer one time before losing their place on the waiting list. If an applicant rejects the offer, the applicant will be notified that their name has been removed from the waiting list. This will be explained verbally and followed-up in writing to the applicant.

- B. The applicable deposit, unearned rent and other charges, (if applicable), will be collected, as soon as possible after the briefing is scheduled, and before the briefing is held. The applicant shall furnish proof that all tenant-supplied utilities are in service prior to the lease being signed.
- C. At the briefing, the Lease and Grievance Procedure is explained in detail to the applicant and/or applicants (there can be more than one family at the briefing.)
- D. The signing of all required occupancy forms is to be privately handled at the end of each briefing.
 - (1) The required occupancy forms are explained at that time and the dwelling lease is signed by the prospective tenant and a HA representative.
 - (2) Appointment for move-in inspection is scheduled at the end of the lease signing at project office.

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

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

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

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

4. Dwelling Lease completion:

- A. All adult members of the household, including the head of household of the family notified for admission to the housing communities shall be required to execute the Dwelling Lease prior to admission. One executed copy is to be furnished the family and the original executed copy is to be retained in the Tenant file established for the family by the HA. A copy of the Grievance Procedure shall be attached to the family's copy of the Lease.
- B. When a Tenant family transfer to another dwelling, the existing Lease shall be canceled and a new Dwelling Lease executed for the present dwelling for the remainder of the term of the lease for the

previous dwelling.

- C. If at any time during the life of the Dwelling Lease, any other changes in the Tenant's status results in the need to change or amend any provision of the Lease, or if the tenant status changes resulting in a replacement of page one of the Lease, this page shall be completed, signed, and a copy given to the family as the replacement for page one.
- D. A duplicate form of acknowledgment and understanding which lists all items of which the tenant has been informed shall be signed by the tenant and the HA representative. A copy of this form shall be attached to the family's copy of the lease along with copies of items as referred to and a copy maintained in the tenant's file.

SECTION XV. ANNUAL INSPECTIONS OF PUBLIC HOUSING UNITS

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

SECTION XVI. INSPECTION AND ENTRY OF UNIT PROCEDURES

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

If the inspection indicates damages to the dwelling unit that are beyond normal wear and tear, the damaged items will be replaced and the tenant billed for the damages, as posted. If the damage is severe, a report will be provided to the Manager and the Manager will take appropriate action with the tenant.

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

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

SECTION XVII. TYPES OF INSPECTIONS:

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

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

Note:

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

2. Move-out Inspections: - Performed with tenant, if possible, and documented by HA on inspection form and signed by the tenant, if present. This inspection determines if the tenant is responsible for any damages and owes the HA funds. Any deposit will be used to offset the funds due the HA.
3. Annual Inspections: - The HA inspects 100% of its units annually using standards that meet or exceed Uniform Physical Condition Standards (UPCS).
4. Preventive Maintenance (PM) Inspections: - PM inspections are performed by HA staffs on a regular basis and the residents are given at least two days notice prior to the inspection.
5. Project Manager Inspections: - The HA representative may perform random home visits to see if the resident is keeping the unit in a decent, safe and sanitary condition. This visit can also be used as an opportunity to get to know the tenant and see if they have any specific needs that we can help them with and/or refer them to a service agency. The tenant will be given at least two days notice, prior to the inspection.
6. Special Inspections: - Representatives from the U. S. Department of Housing and Urban Development and/or other Government Officials visit the HA to monitor operations and as part of the monitoring they will inspect a sampling of the public housing inventory. The affected tenants will be given two days notice.
7. Emergency Inspections: - If any employee and/or agent of the HA has reason to believe that an emergency exists within the public housing unit, the unit can be entered **without** notice. The person(s) that enters the unit must leave a written notice to the tenant that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

SECTION XVIII. DETERMINATION OF RENT, REEXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES

1. Determination of Rent: The TTP for families participating in the Public Housing program must be at least \$50 which is the minimum rent established by the HA.

A. For the Public Housing Program, the TTP must be the greater of:

- (1) 30 percent of family monthly-adjusted income;
- (2) 10 percent of family monthly gross income;
- (3) \$50 which is the minimum rent set by the HA

Families who report zero income are required to complete a Zero Income Questionnaire listing all of the family's expenses which will be used to determine imputed family income. The Zero Income Questionnaire is good for six (6) or until the next scheduled re-exam whichever comes first.

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

Note:

THE INCOME BASED TENANT RENT MAY NOT EXCEED THE FLAT RENT.

B. Flat rent. The resident may elect the flat rent as may be appropriate in lieu of the rent calculated in paragraph "A," above. No utility allowance will be applied to the flat rent amount.

The tenant rent at the time of admission or annual reexamination will remain in effect for the period between regular rent determinations unless there were changes in family circumstances.

Note:

The monthly rent that is payable by the tenant must be paid in full; no partial payments will be accepted.

In addition, tenant agrees to report, in writing, and provide certification following any change in annual income within ten (10) calendar days of the occurrence, such as:

- Loss or addition of family composition of any family member through birth, death, divorce, removal of other continuing circumstances and the amount, if any, of family member's income;
- Employment, unemployment, or changes in employment of a permanent nature of the family head, spouse, or other wage earner that is 18 years of age; or
- To correct errors made at admission or reexamination, which shall be retroactive to the date of error.
- Temporary employment/unemployment or increases and decreases in wages **"for any reason"** of less than 30 days will not constitute a rent adjustment.
- The HA must lower the rent for a family whose income is reduced because of the expiration of a welfare-initiated time limit. The Tenant must report this within ten days from the time of the change of income in accordance with the Dwelling Lease. Provided, however, that if the family's welfare benefits are reduced because of a fraudulent act, noncompliance with economic self-sufficiency program or work activities requirements on the part of a family member, the HA is prohibited from reducing the family's rent contribution to reflect the lower benefits income.

2. Annual Reexamination:

A. Once each year, or as required by this HA, each family will be required to furnish information in Section III (A) of the Dwelling Lease and in the Community Service Policy. Verifications acceptable to the HA shall be obtained and determinations made. In the event of failure or refusal of Tenant to

report the necessary information, the HA may terminate the Lease. This reexamination shall be done at least thirty days and not more than one hundred twenty days prior to the anniversary month and shall take effect on the anniversary month.

- B. Records shall be maintained to ensure every Tenant being reexamined within a twelve-month period.
- C. Upon completion of reexamination and verification, Tenant shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following: (A copy of such notification is to be retained in the Tenant's file.)
 - (1) Any change in rent and the date on which it becomes effective.
 - (2) Any change required in the size of dwelling unit occupied.
 - (3) Any instance of misrepresentation or noncompliance with the terms of the Dwelling Lease and the corrective action(s) to be taken.
 - (4) The amount of the tenant rent and the amount of the flat rent.
- D. In the event of change in tenant circumstances tenant will be sent a notice to report to the management office at a specified date and time to execute a new first page of the Lease.
- E. If the HA determines that the size of the premises is no longer appropriate for Tenant's needs, the tenant may be required to transfer to another units as outlined in HA's Internal Transfer Policy.

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

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

must report all changes in income within ten (10) calendar days regardless of the amount or source.

H. For families paying a flat rent, the head of household may request at any time that his/her rent be changed to an income based rent due to a financial hardship. Financial hardships include the following situations:

- The family has experienced a decrease in income because of changed circumstances, including loss or reduction in employment, death in the family, or reduction in or loss of earnings or other assistance;
- The family has experienced an increase in expenses, because of changes circumstances, for medical cost, child care, transportation, education, or similar items; **or**
- Such other situations determined by the HA to be appropriate.

I. **Exception**, individuals who have increase in income and are not at zero income need only report the increase income at annual recertification.

Note:

A family that changes from a flat rent to an income based rent due to a financial hardship may not elect to return to a flat rent until the next annual reexamination

4. Notice of Temporary Rent: - On occasions, the HA is required to compute rent based on information that is supplied by the tenant and third party information that has not or will not be provided by the employer. When this situation occurs the HA will compute a temporary rent based on the information available. Once the information is verified the tenant will be notified in writing. If an underpayment was made based on the information provided, the tenant will have fourteen (14) days from the date of the HA notification to pay the amount specified. If the tenant has made an overpayment, that amount will be credited to the tenant account. The Head of Household and Spouse (if applicable), and an HA representative signs this Notice of Temporary Rent and it is filed with the dwelling lease and a copy provided to the tenant.

5. The effective dates of Interim Re-determination of rent:

- A. Any decrease in rent resulting from any decreases in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing.
- B. The tenant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back rent due because of failure on the part of the tenant to report such increase in income and a when the tenant had zero income.
- C. Any interim change in rent will require re-verification of all family income that has not been verified within ninety (90) calendar days of the previous rent determination.
- D. Tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
- E. Employment, unemployment or changes in employment of any nature (example, employed but not working due to illness that is not compensated by the Employer) of the family head, spouse or any

other wage earner 18 years of age or older.

- F. If it is found that a tenant has misrepresented or failed to report facts upon which rent is based so that the tenant is paying less than the tenant should be paying, the increase in rent shall be made retroactive to the date the increase would have taken effect. The tenant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the tenant may be subject to civil and criminal penalties. Misrepresentation is a serious lease violation, which may result in eviction.
6. Special Reexaminations: - Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:
- A. If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special reexamination shall be scheduled for thirty (30), sixty (60) or ninety (90) days, depending on circumstances. The tenant shall be notified, in writing, of the date of the special reexamination.
 - B. If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special reexamination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.
 - C. Rents determined at special re-examinations shall be made effective as noted in this section.
7. Reduction of Welfare Benefits: If the resident requests an income re-examination and the rent reduction is predicated on a reduction in tenant income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the families benefits have been reduced because of:
- A. Noncompliance with economic self-sufficiency program or;
 - B. Work activities requirements or;
 - C. Because of fraud.
8. Exception to Rent Reductions: Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not have their rent reduced.
9. Community Service or Self-Sufficiency Requirements: SEE COMMUNITY SERVICE POLICY.

SECTION XIX. TRANSFER

1. Objectives of the Transfer Policy:
- A. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
 - B. To facilitate relocation when required for modernization or other management purposes.

C. To facilitate relocation of families with inadequate housing accommodations.

D. To eliminate vacancy loss and other expense due to unnecessary transfers.

2. Types of Transfers:

A. HA initiated: The HA may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management.

For these types of transfers the HA will cover the cost of the transfer pursuant to cost allowed by HUD.

B. Transfers for Reasons of Health: Tenant may be transferred when the HA determines that there is a medical need for such transfers, such as inability to negotiate stairs or steps or other conditions which would be a reasonable accommodation under the American with Disabilities Act (ADA). The tenant will be required to provide a statement from a medical doctor which indicates the condition of the tenant and the HA reserves the right to make its own evaluation of the situation and documentation. The HA may also require the tenant to be examined by a doctor of the HA's choosing. If the HA determines that there is not a substantial and necessary medical need for such transfer, the request for transfer shall be treated as a convenience transfer. Normally such transfers will be within the tenant's original neighborhood unless the appropriate size and type of unit does not exist on the site. The tenant must pay for all of their moving expenses and a transfer fee. The tenant must pay for all of their moving expenses and a transfer fee.

C. Convenience Transfers: The Executive Director or his/her designee may at his/her discretion permit a transfer to another housing community or public housing facility for the convenience of the tenant for good cause. The tenant must pay for all of their moving expenses and a transfer fee. A "Transfer Charge" of \$500 for processing, administrative and routine maintenance costs involved in the transfer is to be paid before the transfer can be approved. The tenant is allowed a period of 3 days to move and turn in the keys to the old unit without being charged a penalty. If the move takes more than 3 days and the keys are not turned in the tenant will be charged \$30 per day for each day the keys are not turned in to the HA. Prior to the transfer the HA will perform an inspection on the current unit to determine the amount of charges the tenant will be required to pay as a result of tenant caused damages, if any. All transfer charges must be paid at the time the tenant signs his/her lease and receives the keys for the new unit. The HA will perform a final inspection, with the tenant, on the unit that the tenant transferred from, after the keys are turned in, and a final determination will be made by the HA staff as to additional charges that may be due the HA. For example, the tenant may not have cleaned the unit properly and/or damaged the unit during the moving process. If there are any charges that are due the HA, as a result of this inspection, the tenant must pay for these damages within fourteen (14) days of written notice from the HA. The tenant must sign a transfer agreement after the HA has authorized the transfer and prior to the transfer.

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

D. Transfers for Over/Under-housed Families to the Appropriate Unit - The HA may transfer residents to the appropriate sized unit and that tenants are obligated to accept such transfers. Transfers will be made in accordance with the following principles:

- (1) Determination of the correct sized apartment shall be in accordance with the HA's occupancy guidelines, as outlined in Occupancy Guidelines.
 - (2) Transfers into the appropriate sized unit will be made within the same neighborhood unless that size does not exist on the site.
 - (3) The tenant must pay for their moving expenses, and the cost of repairing tenant caused damages to the unit moving out of.
- E. Priorities for transfers - All transfers must be either for health reasons, for relocation to an appropriate sized unit, approved convenience transfers, or initiated by the HA due to modernization work and/or other good cause as determined by the HA. Priority transfers are listed below:
- (1) HA initiated transfers, i.e. modernization
 - (2) Transfers for ADA compliance (Reasonable Accommodation),
 - (3) Tenants who are under-housed by two or more bedrooms,
 - (4) Tenants who are over-housed by two or more bedrooms,
 - (5) Tenants who are under-housed by one bedroom,
 - (6) Tenants who are over-housed by one bedroom; and,
 - (7) Convenience transfers.

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

3. Transfer Procedures: - The HA shall:

- Prepare a prioritized transfer list, as needed, at reexamination.
- Notify residents by letter of their pending transfer.
- Participate in evaluation of request for transfer based on approved medical reasons.
- Issue final offer of vacant apartment as soon as vacant apartment is identified.
- Issue notice to transfer as soon as vacant apartment is available for occupancy.
- Participate in planning and implementation of special transfer systems for modernization and other similar programs.
- Inspect both apartments involved in the transfer, charging for any resident damages that are not considered normal wear and tear.
- When the tenant is transferred for modernization, the cost of the transfer shall be paid by the HA, pursuant to cost that is allowed by HUD.
- Only one offer of a unit will be made to each tenant being transferred within his/her own neighborhood. A resident being transferred outside his own neighborhood will be allowed to refuse one offer. In the case of a family being transferred from a unit, which is uninhabitable, incorrectly sized or scheduled for major repairs, failure to accept the unit offered, or the one unit offered in the case of a transfer outside the neighborhood, will be grounds for eviction. When a tenant declines a unit offered meeting their reasonable accommodation request, the HA will notify the tenant, at that time, that the HA is not obligated to make any subsequent offers. The HA will notify the tenant that the HA has discharged its obligations to the tenant and he/she will remain in the unit at his/her own risk, and that the HA assumes no liability for the tenants condition.
- Right of HA in transfer policy - The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy shall create a property right or any other type of right for a tenant to transfer or refuse transfer.

SECTION XX. LEASE TERMINATION AND EVICTIONS

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

1. Seven (7) calendar days for violent or drug related criminal activity including violation of the one strike policy;
2. Fourteen (14) calendar days for non-payment;
3. Thirty (30) calendar days for all other cases, unless State law permits a shorter period.

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

SECTION XXI. COMPLAINTS AND GRIEVANCE PROCEDURES

Complaints and Grievance Procedures shall be accomplished in accordance with the HA approved Grievance Procedure. The grievance procedure is incorporated into this document (see **APPENDIX B**). The grievance procedure is only applicable to residents of the HA's public housing program.

SECTION XXII. SECURITY DEPOSITS

A security deposit shall be made pursuant to a schedule posted in the HA office. Security deposits may be refunded as provided in the Lease and in this procedure. No security deposit shall be returned until keys to the unit have been returned by the tenant to the HA. All **fees** for pets shall be made in accordance with the HA pet policy. There is no interest accrued or paid on any security deposit refunds.

SECTION XXIII. OCCUPANCY GUIDELINES

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

1. Suggested Guidelines

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

5	5	10
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2. Assignments shall be made so that, except for spouses and infants, persons over the age of six (6) years and of different sex will not occupy the same bedroom.
3. At the option of the HA, an infant, up to the age of two years, may share a bedroom with its parent(s), but the tenant shall not be required to do so.
4. In the case of chronic illness, or other physical infirmity, a deviation from the occupancy guidelines, as presented above, is permissible when justified with evidence and documentation from a licensed health care professional.
5. Every family member is to be counted as a person.
6. The living room shall not be counted as a bedroom.

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

The HA's office will make available to the general public, the following materials:

1. Statement of Policies and Procedures Governing Admission and Continued Occupancy Policy (ACOP) this policy also outlines the HA's tenant selection and assignment plan.
2. Open Occupancy Notice (Applications being accepted and/or Not Accepted)
3. Directory of Housing Communities including names, address of project offices, and number of units by bedroom size, number of units specifically designed for the elderly, handicapped, and office hours of all HA facilities.
4. Income Limits for Admission. (As published by HUD)
5. Utility Allowances.
6. Current Schedule of Routine Maintenance Charges.
7. Dwelling Lease.
8. Grievance Procedure.
9. Fair Housing Poster.
10. "Equal Opportunity in Employment" Poster.
11. Any current "Tenant Notices".
12. Security Deposit Charges.

Fair housing requirements. All admission and occupancy policies for public housing programs must comply with Fair Housing Act requirements and with regulations to affirmatively further fair housing. The HA may not impose any specific income or racial quotas for any development or developments.

THE TENANT'S FAILURE TO COMPLY WITH THE COMMUNITY SERVICE OR SELF-SUFFICIENCY REQUIREMENT AND TO PROVIDE APPROPRIATE VERIFIABLE DOCUMENTATION PRIOR TO THE DATE REQUIRED SHALL RESULT IN THE TERMINATION OF THE TENANT'S LEASE BY THE HA.

SECTION XXV. CLOSING OF FILES AND/ PURGING INACTIVE FILES

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

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

- Records with racial, ethnic, gender and disability status data for applicants and residents.
- The application from each ineligible family and the notice that the applicant is ineligible.
- HUD required reports and other HUD required files.
- Lead based paint inspection reports as required.
- Unit inspection reports.
- Accounts and other records supporting the HA and financial statements.
- Other records which HUD may specify.

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

SECTION XXVI. PROGRAM MANAGEMENT PLAN - Organization Plan

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

SECTION XXVII. OCCUPANCY BY OVER INCOME FAMILIES IN CERTAIN PUBLIC HOUSING (ONLY APPLIES TO HAs WITH LESS THAN 250 UNITS)

A PHA that owns or operates fewer than 250 units, may rent a unit in a public housing development to an over-income family, in accordance with its HA annual plan under the following circumstances.

1. There are no eligible families on the waiting list; or
2. There are no eligible families applying for assistance in that month
3. Before offering the unit to an over-income family, the HA publicizes the availability of the unit for eligible families, including publishing a 30 day notice in one (1) newspaper of general circulation.
4. The over-income family rents the unit on a month-to-month basis for a rent charge that is not less than the cost to operate the unit.

5. The over-income family signs an agreement to vacate the unit when needed by an eligible family; and
6. The HA gives the over-income family notice to vacate the unit when the unit is needed for an eligible family, and this notice is given at least 30 days before the over-income family is to vacate.

NOTE:

ADDITIONAL HA POLICIES & TENANT CHARGES

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

GRIEVANCE PROCEDURE

I. RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a Tenant shall be entitled to a hearing before a hearing officer.

II. DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- (A) "Grievance" shall mean any dispute, which a Tenant may have with respect to Landlord action or failure to act in accordance with the individual Tenant's lease, or Landlord regulations, which adversely affect the individual Tenant's rights, duties, welfare or status. Grievance does not include any dispute a Tenant may have with Landlord concerning a termination of tenancy or eviction that involves any activity that may threaten the health, safety, or right to peaceful enjoyment of the Landlord's public housing premises by other Tenants or employees of the Landlord, or any criminal activity or drug-related criminal activity on or off such premises.
- (B) "Complainant" shall mean any Tenant whose grievance is presented to the Landlord or at the Central Office in accordance with Section III and Section IV.
- (C) "Elements of due process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
 - (2) Right of the Tenant to be represented by counsel;
 - (3) Opportunity for the Tenant to refute the evidence presented by the Landlord including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;

- (4) A decision on the merits.
- (D) "Hearing officer" shall mean a person selected in accordance with Section IV of these procedures to hear grievances and render a decision with respect thereto.
- (E) *Tenant* shall mean the adult person (or persons) (other than a live-in aide):
 - (1) Who resides in the premises, and who executed the lease with the Landlord as lessee of the premises, or, if no such person now resides in the premises,
 - (2) Who resides in the premises, and who is the remaining head of household of the Tenant family residing in the premises.
- (F) *Resident organization* includes a resident management corporation.
- (G) **Promptly** (as used in Section III, and IV.(D)) shall mean within ten calendar days from the date of mailing of the adverse action or grievable complaint.

III. PROCEDURES PRIOR TO A HEARING

Informal settlement of grievance. Any grievance shall be promptly and personally presented, either orally or in writing, to the Landlord's central office site so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the Tenant and one retained in the Landlord's Tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under these procedures may be obtained if the Tenant is not satisfied. **The purpose of this informal settlement of grievance is to allow the Tenant and management to informally discuss an issue without the need for third parties, including witnesses or representatives, to be involved. At any time that a third party, including a witness or representative becomes or should become involved in the process, the informal settlement conference shall become a "hearing" and the procedures found in Section IV hereof shall apply. The housing authority shall notify the Tenant of the date and time that the hearing will take place.**

IV. PROCEDURES TO OBTAIN A HEARING

- (A) *Request for hearing.* In the event that the Tenant is not satisfied with the informal settlement of grievance provided for in Section III, the Tenant shall submit a written request for a hearing to the Landlord or the project office within ten calendar days from date of mailing of the summary of discussion pursuant to Section III. The written request shall specify:
 - (1) The reasons for the grievance; and
 - (2) The action or relief sought.
- (B) *Selection of Hearing Officer.* A grievance hearing shall be conducted by an impartial person appointed by the Landlord other than a person who made or approved the Landlord action under review or a subordinate of such person.

- (C) *Failure to request a hearing.* If the Tenant does not request a hearing in accordance with this Section, then the Landlord's disposition of the grievance under Section III shall become final: *Provided*, That failure to request a hearing shall not constitute a waiver by the Tenant of the right thereafter to contest the Landlord's action in disposing of the complaint in an appropriate judicial proceeding.
- (D) *Hearing prerequisite.* All grievances shall be promptly presented in person, either orally or in writing pursuant to the informal procedure prescribed in Section III as a condition precedent to a hearing under this section: *Provided*, That if the Tenant shall show good cause why there was failure to proceed in accordance with Section III to the hearing officer, the provisions of this Subsection may be waived by the hearing officer.
- (E) *Escrow deposit.* Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Landlord claims is due, the Tenant shall pay to the Landlord an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Tenant shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Landlord until the complaint is resolved by decision of the hearing officer. Amounts deposited into the escrow shall not be considered as acceptance of money for rent during the period in which the grievance is pending. The Landlord in extenuating circumstances may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure: *Provided*, That failure to make payment shall not constitute a waiver of any right the Tenant may have to contest the Landlord's disposition of his grievance in any appropriate judicial proceeding.
- (F) *Scheduling of hearings.* Upon the Tenant's compliance with this Section, or upon the housing authority notifying the tenant or his/her representative that a hearing will be held, a hearing shall be scheduled by the hearing officer for a time and place reasonably convenient to the Tenant, Landlord and the Hearing Officer. A written notification specifying the date, time, place and the procedures governing the hearing shall be delivered to the Tenant and the appropriate Landlord official.

V. PROCEDURES GOVERNING THE HEARING

- (A) The Tenant shall be afforded a fair hearing, which shall include:
 - (1) The opportunity to examine before the grievance hearing any Landlord documents, including records and regulations that are directly relevant to the hearing. The Tenant shall be provided a copy of any such document at the Tenant's expense. If the Landlord does not make the document available for examination upon request by the Tenant, the Landlord may not rely on such document at the grievance hearing.
 - (2) The right to be represented by counsel or other person chosen as the Tenant's representative, and to have such person make statements on the Tenant's behalf;
 - (3) The right to a private hearing unless the Tenant requests a public hearing;
 - (4) The right to present evidence and arguments in support of the Tenant's complaint, to controvert evidence relied on by the Landlord or project management, and to confront and cross-examine all witnesses upon whose testimony or information the Landlord or project management relies; and

(5) A decision based solely and exclusively upon the facts presented at the hearing.

(B) *Accommodation of persons with disabilities.*

(1) The Landlord shall provide reasonable accommodation for persons with disabilities to participate in the hearing.

Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

(2) If the Tenant is visually impaired, any notice to the Tenant, which is required by these procedures, must be in an accessible format.

(C) At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the HA must sustain the burden of justifying the HA action or failure to act against which the complaint is directed.

VI. DECISION OF THE HEARING OFFICER

(A) The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time (not to exceed 30 calendar days) after the hearing. A copy of the decision shall be sent to the Tenant and the Landlord. The Landlord shall retain a copy of the decision in the Tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Landlord and made available for inspection by a prospective complainant, his representative, or the hearing officer.

(B) The decision of the hearing officer shall be binding on the Landlord which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Landlord's Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

(1) The grievance does not concern Landlord action or failure to act in accordance with or involving the Tenant's lease or Landlord regulations, which adversely affect the Tenant's rights, duties, welfare or status;

(2) The decision of the hearing officer is contrary to applicable Federal, State or local law, Landlord regulations or requirements of the Annual Contributions Contract between Landlord and the U.S. Department of Housing and Urban Development.

(C) A decision by the hearing officer or Board of Commissioners in favor of the Landlord or which denies the relief requested by the Tenant in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the Tenant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.