HOUSING AUTHORITY
OF THE COUNTY OF SAN DIEGO

Public Housing Admissions and Continued Occupancy Policy

JULY 2014

DRAFT

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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 Public Housing Authority (PHA) staff shall be in compliance with the PHA's Personnel Policy, and this Admissions and Continued Occupancy Policy. The administration of this PHA's housing program will also meet the requirements of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations, also apply. Changes in applicable federal laws or regulations shall supersede provisions that 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

County of San Diego Housing and Community Development Mission Statement:

"Promoting safe, affordable housing opportunities and improved communities in the San Diego region"

HUD Mission Statement:

“To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination”

B. LOCAL OBJECTIVES

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

> To provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level.
>
> To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for tenants and their families.

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

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

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

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

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

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

The PHA 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

The Housing Authority will fully comply with all federal, state and local nondiscrimination laws, rules and regulations governing Fair Housing and equal opportunity in housing and employment.

The HACSD will not deny any family or individual the equal opportunity to apply for or receive assistance under the Public Housing program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, disability, income source, gender identity or sexual orientation.

The PHA shall administer the program in compliance with the Violence Against Women Act (VAWA) and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162).

To further the HACSD commitment to full compliance with applicable civil rights laws, at the family briefing, the HACSD will provide federal/state/local information regarding unlawful discrimination, and any recourse to those who believe they are victims of a discriminatory act. All applicable Fair Housing information and discrimination complaint forms will be included in the voucher holder's briefing packet, and will be available upon request.

All HACSD staff members may be required to attend Fair Housing training. These employees, in the overall commitment to quality customer service, are informed of the importance of affirmatively furthering Fair Housing, providing equal opportunity to all families, and providing reasonable accommodations to persons with disabilities. Fair Housing posters may be displayed throughout the Housing Authority office, including in the lobby and interview rooms, and in such a manner as to be readable from a wheelchair.

The equal opportunity logo will be used on all outreach materials. To keep current with new developments, staff may attend local Fair Housing update training sponsored by HUD, or other organizations.

Except as otherwise provided in 8.21(c)(1), 8.24 (a), 8.25, and 8.31 of the regulations, no individual with disabilities shall be denied the benefits of, or be excluded from participation in programs, or otherwise be subjected to discrimination because the HACSD's facilities are inaccessible to, or unusable by persons with disabilities.

The Housing Authority of the County of San Diego is accessible to persons with disabilities. The California Relay Service provides accessibility for the hearing impaired**.**

E. SERVICE AND ACCOMMODATIONS POLICY

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

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

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

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

Federal Americans with Disabilities Act of 1990

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

> A physical or mental impairment that substantially limits one or more of the major life activities of an individual; or
>
> A record of such impairment, or
>
> Being regarded as having such impairment.

Undue Hardship

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

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

> The nature and cost of the accommodation needed;
>
> The overall current financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and
>
> The number of persons currently employed at such facility, the number of families likely currently to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

Verification of a Request for Accommodation

All requests for accommodation or modification of a unit will be verified with a reliable, knowledgeable professional.

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

Reasonable Accommodation

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability. These requests must be made at least seven days in advance.

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

All requests for a reasonable accommodation must be made at least seven days in advance and specify the type of reasonable accommodation requested. The PHA may ask for medical verification, depending on the nature of the request.

Medical Marijuana

The use of medical marijuana is strictly prohibited at all public housing properties owned by the Housing Authority of the County of San Diego. The use of medical marijuana by public housing residents and/or their guests will result in the termination of the participant from the public housing program regardless of the date of entry into the program.

Reasonable Accommodation (§5.403) (HUD General Counsel Opinion on Medical Marijuana, 1/20/2011)

Federal and state nondiscrimination laws do not require housing authorities to accommodate requests by current or prospective residents with disabilities to use medical marijuana. The PHA may not permit the use of medical marijuana as a reasonable accommodation because such accommodations are not reasonable under the Fair Housing Act and would constitute a fundamental alteration in the nature of the operations of the program (*HUD General Counsel Opinion on Medical Marijuana, 1/20/2011, pgs1-2).*

Medical Marijuana Use as a Reasonable Accommodation
Person(s) seeking a reasonable accommodation to allow the use of medical marijuana are not "individuals with a disability" under Section 504 or the ADA and therefore do not qualify for a reasonable accommodation to allow the use of medical marijuana. Furthermore, because such requests are tantamount to requests to become an illegal drug user, SDHCD is prohibited from granting such a request *(HUD General Counsel Opinion on Medical Marijuana, 1/20/2011, pg 6).*

Recertification by Mail

The PHA may conduct its annual and interim recertifications through the mail. However, the PHA may at any time require the family to attend face-to-face interviews.

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

Home Visits

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

Other Accommodations

The Housing Authority will refer families to organizations that provide assistance for hearing- and sight-impaired persons, when needed. The PHA has a TDDY telephone number for the hearing-impaired and will assist vision-impaired persons with completion of the necessary forms.

Families will be offered an accessible unit upon request by the family, when an accessible unit is available.

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

F. TRANSLATION OF DOCUMENTS

In determining whether it is feasible to translate documents into other languages, the PHA will consider the following factors:

The availability of local organizations to provide translation services to non-English speaking families.

The PHA has bilingual staff to translate documents and has evaluated its programs and determined that given the number of Limited English Proficiency clientele, additional translation services are not necessary.

G. LANGUAGE ASSISTANCE

The Housing Authority of the County of San Diego will refer persons with literacy barriers to appropriate community literacy programs for assistance with the completion of the application and certification process. The PHA has access to a Language Line telephone service to provide translation services in a multitude of languages.

H. PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS) OBJECTIVES [24 CFR 901 & 902]

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

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

demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

I. FAMILY OUTREACH

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

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

J. PRIVACY RIGHTS

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

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

Any and all information that would lead one to determine the nature and/or severity of a person's disability will be kept confidential. The personal information will be used only to determine the need for a reasonable accommodation or live-in aide.

The PHA's practices and procedures are designed to safeguard the privacy of applicants and tenants. The PHA will safeguard all Upfront Income Verification (UIV) information in compliance with the applicable regulations and all staff with computer access to the information will have signed User Agreements on file. The UIV information obtained through the Enterprise Income Verification (EIV) system will not be released to any party other than the party the information is pertaining to.

Files will never be left unattended outside the locked office or placed in common areas.

PHA staff will not discuss or access family information contained in files unless there is a business reason to do so. Staff will be required to disclose whether s/he has relatives living in Public Housing. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

K. POSTING OF REQUIRED INFORMATION

The PHA will have available at the central office the following information:

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

The PHA 5-year Plan and PHA Annual Plan

Information on application taking

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

Income limits for Admission

Current schedule of routine maintenance charges

A copy of the lease

The PHA's grievance procedures

A Fair Housing Poster

An Equal Opportunity in Employment poster

Current Resident Notices

Required public notices

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

Tenant Selection policies (960.202 and 960.203)

Information on application taking

Income limits for admission

Current schedule of maintenance charges

Copy of lease

PHA's grievance procedures

Fair Housing poster

Equal Opportunity in Employment poster

Current Resident Notices

Fraud Hotline Information

Mission Statement

Information on Screening and Eviction for Drug Abuse and Other Criminal Activity.

L. REFERRAL OF PUBLIC HOUSING RESIDENTS TO THE PHA'S SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

To enhance the PHA Public Housing Program's operational and fiscal stability while minimizing the impact on the PHA's Section 8 Housing Choice Voucher (HCV) Program's waiting list, a number of Section 8 HCV Program waiting list super preferences were established for the PHA's Public Housing residents in the following circumstances: (1) The Public Housing administrator has determined, after a careful review of the evidence and consideration of alternative options, that a Public Housing resident family must move because a family member is the victim of domestic violence, dating violence, or stalking and the PHA has no alternate Public Housing units appropriate for the family; (2) The Public Housing administrator has determined, after a careful review of the evidence, professional recommendations, and alternative options, that a Public Housing family must be relocated for a significant period of time in order to make repairs to the Public Housing family's Public Housing unit and the PHA has no alternate public housing units available to the family.

If the Public Housing administrator, after a review of all information, recommendations, and evidence, determines that a Public Housing family must move for the above reasons, the Public Housing administrator will prepare a written referral to the PHA's Section 8 HCV Program waiting list. In order for a referral to be issued, the family must be an extremely low, very-low, or low-income family and must meet all other eligibility requirements for admission to the Section 8 HCV Program.

M. TERMINOLOGY

The Housing Authority of Housing Authority of the County of San Diego is referred to as "PHA" or "Housing Authority" or "HA" throughout this document.

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

"Tenant" is used to refer to participants in terms of their relation as a lessee to the PHA as the landlord.

"Landlord" refers to the PHA.

"Disability" is used where "handicap" was formerly used.

"Noncitizens Rule" refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

See Glossary for other terminology.

RESERVED

Chapter 2

ELIGIBILITY FOR ADMISSION

INTRODUCTION

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

A. QUALIFICATION FOR ADMISSION

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

In accordance with this Chapter, meets the definition of a family.

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]

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 PHA offices.

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;

Meets or exceeds the tenant Selection and Suitability Criteria as set forth in this policy.

Timing for the Verification of Qualifying Factors

The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list to be offered a housing unit.

B. FAMILY COMPOSITION [24 CFR 5.403 and HUD-50058 IB, p. 13]

Definition of Family

To be eligible for admission, an applicant must qualify as a family. Family as defined by HUD includes but is not limited to the following, regardless actual or perceived sexual orientation, gender identity, or marital status:

A single person, who may be an elderly person, disabled person, near-elderly person, or any other single person;

A group of persons residing together - Such group includes, but is not limited to a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, or the remaining member of a tenant family.

The PHA has the discretion to determine if any other group of persons qualifies as a family.

Gender Identity means actual or perceived gender characteristics.

Sexual orientation means homosexuality, heterosexuality, or bisexuality.

A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law, but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.

Each family must identify the individuals to be included in the family at the time of application, and must update this information if the family's composition changes.

Occupancy by Police Officers

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

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

Head of Household

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

Emancipated minors who qualify under State law will be recognized as head of household if there is a court order recognizing them as an emancipated minor.

Persons who are married are legally recognized as adults under State law.

Spouse of Head of Household

Spouse means the husband or wife of the head of household.

For proper application of the Non-citizen Rule, the definition of spouse is: the marriage partner whom, 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 of household.

Co-head of Household

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

Live-in Aides

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

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

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

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

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

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

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

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

A live-in aide may not become a family member for at least one year after leaving the household.

A family member may not become a live-in aide for at least one year after leaving the household

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.

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.

A live-in aide may only reside in the unit with the approval of the PHA. Written verification will be required from a California licensed reliable, knowledgeable professional, such as a California licensed doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is essential for the care and well-being of the family member who is elderly, near elderly (50-61) or disabled, the number of hours a day this care is needed, and that this care cannot be provided any other way.

Verification of the need for a live-in aide must include the hours the care will be provided.

The PHA shall make the live-in aide subject to the agency's normal screening criteria.

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

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

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

A live-in aide is not eligible to be admitted to the household as a family member until s/he has been out of the unit for at least one year. Conversely, a family member may not become a live-in aide until s/he has been out of the unit for at least one year, as well.

Over Income Families

The PHA will rent units to over-income families on a month-to-month basis, if there are no eligible families applying for assistance that month.

Over-income families must agree to vacate the unit with at least 30 days notice provided by the PHA, if the unit is needed for an income-eligible family.

C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216 and **5.218**]

Applicants:

Each applicant must provide complete and accurate social security numbers and documentation necessary to verify the SSN as a condition of eligibility for all family members, regardless of age, who have been issued a social security number.

Assistance will be denied if the applicant does not meet the applicable SSN disclosure, documentation, and verification requirements. However, if the family is otherwise eligible to participate in the program, the family may maintain his/her position on the waiting list for 180 days.

Participants:

Each participant, except those age 62 or older as of January 31, 2010, whose initial determination of eligibility begun before January 31, 2010, must provide a complete and accurate social security number and documentation necessary to verify the SSN, as a condition of continued eligibility for all family members, regardless of age, who have been issued a social security number, at their next interim or regularly scheduled reexamination or recertification of family composition or income if the participant has:

- not previously disclosed a SSN;
- previously disclosed a SSN that HUD or the SSA determined was invalid; or

- been issued a new SSN.

The family's assistance will be terminated if the participant does not meet the applicable SSN disclosure, documentation, and verification requirements.

The HACSD may defer termination and grant an extension of additional 90 calendar days to disclose a SSN, but only if the HACSD, in its discretion, determines that the participant's failure to comply was due to circumstances that could not have reasonably been foreseen and were outside the control of the participant; and there is a likelihood that the participant will be able to disclose a SSN by the deadline. If, upon expiration of the provided time period, the participant fails to produce a SSN, the family's assistance will be terminated.

Verification of Social Security Numbers:

Verification of social security numbers will be done through a valid social security card issued by the Social Security Administration. If a family member cannot produce a social security card, the documents listed below may be accepted for verification. The family may be required to certify in writing that the document(s) submitted in lieu of the social security card is/are complete and accurate:

An original SSA-issued document, which contains the name and SSN of the individual

An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

The HACSD may reject documentation of the SSN provided if:

The document is not an original document
The original document has been altered, mutilated, or not legible
The document appears to be a forged document, i.e. does not appear to be authentic.

Additions of New Household Members:

New family members, regardless of age, who have an assigned SSN, will be required to produce their valid social security cards or other acceptable documentation, as outlined above. This information must be provided at the time of the request, or at the time the HACSD adds the new family members to the household. If the family is unable to provide the required documentation of the SSN, the HACSD will not add the new household member until the family provides such documentation.

New family members under the age of six who have not been assigned a SSN will be required to produce their valid social security cards or other acceptable documentation, as outlined above, within 90 calendar days of the child being added to the household. The HACSD may grant an extension of one additional 90-day period to comply with the SSN disclosure and documentation requirement if the HACSD, in its discretion, determines that the participant's failure to comply was due to circumstances that could not have reasonably been foreseen and were outside the control of the family. The child will be included as part of the assisted household and entitled to

all benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. If, upon expiration of the provided time period, the family has not complied with the SSN disclosure and documentation requirements, the family's assistance will be terminated.

The requirements of this section apply to applicants and participants as described in this section, except that this section is inapplicable to individuals who do not contend eligible immigration status.

If the family member states s/he has not been issued a social security number by the SSA, the family member will be required to make such declaration in writing and under penalties of perjury.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals may elect not to contend that they have eligible immigration status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

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

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

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

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

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

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.

E. OTHER ELIGIBILITY CRITERIA

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

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

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

to care for and avoid damaging the unit and common areas;

to use facilities, appliances and equipment in a reasonable way;

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

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

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

not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed," on the premises of assisted housing;

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

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

to comply with local health and safety codes.

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

Previous outstanding debts to this PHA or any PHA resulting from a previous tenancy in the public housing or Section 8 program must be paid in full prior to admission. No Payment Agreement will be accepted.

Either spouse is responsible for the entire debt incurred as a previous PHA tenant. Children of the head or spouse who had incurred a debt to the PHA will not be held responsible for the parent's previous debt.

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

Purpose

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

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

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

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

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

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

Administration

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

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

This policy will be readily available to applicants and tenants upon request.

HUD Definitions

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

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

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

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

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

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

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

"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.

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

"Violent criminal activity" means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Screening for Drug Abuse and Other Criminal Activity

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

If in the past the PHA initiated a lease termination, which may or may not have resulted in eviction for any reason cited under the Screening and Eviction for Drug Abuse and Other Criminal Activity Notice, for a family, as a prior resident of public housing, the PHA shall have the discretion to consider all circumstances of the case regarding the extent of participation by non-involved family members. A victim of domestic violence, dating violence, and stalking will not be disqualified from admission for criminal history or other violations due to acts of violence committed by another.

Initial screening will be limited to routine inquiries of the family and any other information provided to the PHA regarding this matter. The inquiries will be standardized and directed to all applicants by inclusion in the application form.

Upon final determination of eligibility, the PHA will check law enforcement records for criminal history for all adult members of the applicant household prior to final determination of eligibility and may require adult household members to be fingerprinted in order to obtain their Department of Justice criminal history.

Law Enforcement Records

The PHA will check criminal history for all applicants who are 18 years of age or older to determine whether any member of the family has engaged in violent or drug-related criminal activity**.**

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

Standard for Violation

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 five-year period beginning on the date of such eviction.

The PHA will not waive this requirement**.**

No member of the applicant's family may have engaged in drug related or violent criminal activity within the past five years.

The PHA will deny participation in the program to applicants 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 may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The PHA will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous 12 months.

"Engaged in or engaging in or recent history of" drug-related criminal activity means any act within the past five years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past five 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.

The PHA may permit eligibility for occupancy and impose 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 divorce decree/incarceration/death/copy of a new lease with the owner's telephone number and address/or other substantiating evidence**.**

Permanent Denial of Admission

The PHA 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 PHA will not waive this requirement.

Prohibition on Persons Subject to Lifetime Sex Offender Registration Requirement

The PHA will use the Dru Sjodin National Sex Offender database to screen applicants for admission. Public Housing applicants found to be subject to the lifetime sex offender registration requirements under a state sex offender registration program are prohibited from HACSD Public Housing Program participation for life. Current HACSD Public Housing residents who became subject to the lifetime state sex offender registration requirement prior to May 24, 2001 will be allowed to remain in HACSD Public Housing. HACSD Public Housing residents who become subject to the lifetime state sex offender registration while on the Program may be removed based upon the resident's specific behavior.

Other Criminal Activity

"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.

A victim of domestic violence, dating violence, and stalking will not be disqualified from admission for criminal history or other violations due to acts committed by another, providing the perpetrator of said acts will be excluded from the household.

For the purposes of this policy, this is construed to mean that a member of the current family has been arrested of any criminal or drug-related criminal activity within the past five years.

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.

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.

No family member may have engaged in or threatened abusive or violent behavior toward PHA personnel at any time.

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program**.**

Evidence

The PHA must have evidence of the violation.

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

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

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

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

Obtaining Information from Drug Abuse Treatment Centers

The PHA will inquire of all applicants whether they are currently using or in the past have ever engaged in the illegal use of a controlled substance.

The PHA will inquire of all applicants who respond in the affirmative whether they are currently receiving treatment or have ever received treatment at a drug abuse treatment facility.

All applicants who respond in the affirmative will be required to sign a written consent authorizing the PHA 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.

The authorization will be sent to the drug abuse treatment facility with the PHA postage paid return addressed envelope addressed to the attention of the Chief.

The PHA will maintain such information received from a drug abuse treatment facility in a manner that respects its confidentiality.

Such confidential information will be reviewed by the public housing manager or designee who will make a decision as to the outcome of the review.

Such confidential information will not be misused or improperly disseminated and will be destroyed not later than five business days after the date on which the PHA gives final approval for admission.

If the application is denied, the information will be destroyed immediately 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.

Confidentiality of Information on Domestic Violence, Dating Violence, and Stalking

Information provided regarding victims of domestic violence, dating violence, and stalking will be maintained in a strict confidential manner and will not be recorded on a shared database.

Confidentiality of Criminal Records

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

All criminal reports, while needed by the PHA staff for screening for criminal behavior, will be housed in a secure area.

If the family is determined eligible for initial or continued assistance, the PHA's copy of the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination or immediately upon completion of the informal review or hearing and a final decision has been made.

The PHA 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.

Disclosure of Criminal Records to Family

Before the PHA takes any adverse action based on a criminal conviction record, the applicant will be allowed to view a copy of the criminal record and given 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.

Hearings

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

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

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

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

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

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.

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 PHA.

As a part of the final eligibility determination, the PHA will screen each applicant household to assess their suitability as renters.

The PHA will complete a rental history check on all applicants.

The PHA will complete a credit check on all applicants.

The PHA shall rely upon sources of information which may include, but not be limited to, PHA 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.

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.

The PHA may complete a home visit at the current residence of all applicants who have had landlord verifications returned to the PHA with unfavorable comments concerning their housekeeping habits. Applicants shall have at least two working days advance written notice of home visits.

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.

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

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

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

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

Any history or evidence of acts of violence on the part of an individual, or conduct constituting a danger to peaceful occupancy by neighbors.

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

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

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

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

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

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

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

An applicant who was evicted or violated a lease agreement due to being the victim of domestic violence, dating violence, or stalking will not be disqualified for prior criminal history.

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

Rent Paying Habits

The PHA will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from former landlords for up to the past 3 years.

Based upon these verifications, the PHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past 3 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.

Applicants will not be considered to have a poor credit history if they were late paying rent because they provide evidence they were legally withholding rent due to substandard housing conditions. Applicants will not be considered to have a poor credit history if they were delinquent on the payments on medical bills. Applicants will not be considered to have a poor credit history if their delinquencies on credit accounts occurred more than two years before.

The lack of credit history will not disqualify a family, but a poor credit history may, with the exceptions noted above.

Where past rent paying ability cannot be documented, the PHA will check with the utility company(s) to determine whether the family has been current and timely on their payments.

Screening Applicants Who Claim Mitigating Circumstances

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

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

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

Examples of Mitigating Circumstances

Evidence of successful rehabilitation;

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

Evidence of successful and sustained modification of previous disqualifying behavior.

Evidence of prior criminal history or other violations of the family occurring due to a family member being a victim of domestic violence, dating violence, or stalking.

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

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

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

Qualified and Unqualified Applicants

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

The eligibility of the applicant as a *family;*

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

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

Any local preference to which the family is entitled.

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

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

The PHA will make every effort to accurately estimate an approximate date of occupancy.

However, the date given by the PHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the PHA, such as turnover rates, and market demands as they affect bedroom sizes and project location.

Documenting Findings

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

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

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

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

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

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

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

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

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

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

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

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

Destruction of Property from previous rentals.

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 that might indicate a reasonable probability of favorable future conduct or financial prospects.

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

The PHA may waive the policies prohibiting admission for criminal history or other violations if the person provides evidence that the criminal history or other violations were the direct result of the applicant being the victim of domestic violence, dating violence, or stalking.

Prohibited Criteria for Denial of Admission

Applicants will NOT be rejected because they:

Have no income;

Are not employed;

Do not participate in a job-training program;

Will not apply for various welfare or benefit programs;

Have children;

Have children born out of wedlock;

Are on welfare;

Are students.

H. HEARINGS

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

RESERVED

Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

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

A. HOW TO APPLY

The application for placement on the waiting list may be taken by telephone, in writing, on-line via a web-based internet applications system, or from an applicant who visits the office. All possible reasonable accommodation will be provided to families with persons with disabilities, if requested in advance per the reasonable accommodation policy. Bilingual staff is available to take waiting list applications of those with limited English proficiency or the services of the language line are utilized to assist applicants of limited English proficiency.

Persons with disabilities may call the PHA to receive an application through the mail or make other arrangements to complete their pre-application.

Applications will be mailed to interested families upon request.

The application process will involve two phases.

1. The first is the "initial" application for admission (referred to as a pre-application). This first phase is to determine the family's placement on the waiting list.

   The pre-application, if submitted in writing, will be dated, time-stamped, and referred to the PHA's office where tenant selection and assignment is processed. If the pre-application is submitted over the telephone, the information will be entered on the waiting list as of the date and time the information was received.

2. 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 PHA ensures that verification of all HUD and PHA eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

B. "INITIAL" APPLICATION PROCEDURES

The PHA may utilize a preliminary-application form (pre-application) for the initial waiting list application. The pre-application is taken over the phone or in person and the data is entered into the computer. The pre-application may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the pre-application is to permit the PHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

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

Names of head and spouse
Names of adult members and age of all members
Number of family members (used to estimate bedroom size needed)
Street address and phone numbers
Mailing address (if PO Box or other permanent address)
Annual income
Sufficient additional information to determine preference qualification
Social Security Numbers
Race/ethnicity
Arrests/Convictions for Drug Related or Violent Criminal Activity
Previous address(es)
Names and addresses of current and previous landlords
Emergency contact person and address
Questions regarding previous participation in HUD programs

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

Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list. (See Chapter on Complaints, Grievances and Appeals.)

C. NOTIFICATION OF APPLICANT STATUS

After the pre-application is received, the family will be notified in writing of their placement on the public housing waiting list (in an accessible format upon request, as a reasonable accommodation).

This written notification of placement on the waiting list will be mailed to the applicant by first class mail.

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

D. COMPLETION OF A FULL APPLICATION

All preferences claimed on the application or while the family is on the waiting list will be verified:

> After the family is selected from the waiting list, and prior to completing the final eligibility determination.

The qualification for preference must exist as of the date the family is selected from the waiting list regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

Applicants on the waiting list who will be selected in the near future will be sent a 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 that verify all factors to be verified. Factors to be verified will be listed in the letter.

These documents will be used for verification only if Up Front Income Verification, then third party written verification, and then third party oral verification cannot be obtained.

The full application will be mailed to the applicant in advance to complete.

Requirement to Attend Interview

The PHA may utilize 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 may also be 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 PHA services or programs, which may be available.

If an interview is required, 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.

It is the applicant's responsibility to reschedule the interview if s/he misses the appointment. If the applicant does not reschedule or misses one scheduled meeting(s), the PHA will reject the application.

If an applicant fails to appear for their interview without prior approval of the PHA, their application will be denied unless they can provide acceptable documentation to the PHA that an emergency prevented them from calling.

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

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.)

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 PHA. 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 PHA.

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

If the PHA determines at or after the interview that additional information or document(s) are needed, the PHA will request the document(s) or information in writing. The family will be given 14 working days to supply the information.

If the information is not supplied in this time period, the PHA will provide the family a notification of denial for assistance. (See Chapter on Complaints, Grievances and Appeals.)

E. PROCESSING APPLICATIONS

As families approach the top of the waiting list, the following items will be verified to determine qualification for admission to the PHA's housing:

Preference verification

Family composition and type (elderly/non elderly)

Annual Income

Assets and Asset Income

Deductions from Annual Income

Social Security Numbers of all family members

Information used in applicant screening

Citizenship or eligible immigration status

Criminal History Report

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

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

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

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list.

RESERVED

Chapter 4

TENANT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing the Waiting List)

[24 CFR 960.203, 960.204, 960.205, 960.206]

INTRODUCTION

It is the PHA's policy that each applicant shall be assigned an appropriate place on PHA's central waiting list. Applicants will be listed in sequence based upon date and time the application is received, the size and type of unit they require, and factors of preference or priority.

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

PHA's Objectives

PHA policies will be followed consistently and will affirmatively further HUD's Fair Housing goals.

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

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

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

A. MANAGEMENT OF THE WAITING LIST

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

The application will be a permanent file.

All applicants in the pool will be maintained in order of date and time of application receipt.

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

Opening and Closing the Waiting Lists

The PHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

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

When the PHA opens the waiting list, the PHA will advertise through public notice in the appropriate newspapers, minority publications and media entities that serve the location(s) and program(s) for which applications are being accepted.

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

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

When Application Taking is Suspended

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

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

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next **24** months. When the period for accepting applications is over, the PHA will add the new applicants to the list by:

Separating the new applicants into groups based on preferences and unit size and ranking applicants within each group by date and time of application.

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

Reopening the List

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

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

Limits on Who May Apply

When the waiting list is open,

> Any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete a pre-application. A family known to be ineligible will not be placed on the waiting list.

When the application is submitted to the PHA:

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

Multiple Families in Same Household

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

B. WAITING LIST PREFERENCES

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

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

The PHA to verify their preference will contact families who reach the top of the waiting list and, if verified, the PHA 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 PHA.

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

C. LOCAL PREFERENCES

The following local preferences are established. When determining equally ranked preferences, the date and time of application is the final deciding factor.

RANKING PREFERENCES

Please refer to the glossary for definitions of the following groups:

SUPER PREFERENCE

Families in good standing participating in the HACSD's Disaster Voucher Program have a super preference to the categories listed below and have first priority for selection off of the Public Housing waiting list.

After families with a super preference are selected, additional applicants are selected out of the following categories with date and time of application a tiebreaker between equal preference holders.

CATEGORY ONE

The HACSD uses equally weighted local preferences for applicants, with priorities for those ***who live or work in the HACSD jurisdiction*** and are in one or more of the following categories:

Families with dependant children

Working Families - (At least one member must have worked at least 32 + hours per week for the previous 12 months. Applicants may combine job training or academic program as part of the previous 12-month requirement. Applicants receiving unemployment, disability, or workman's compensation benefits will be considered qualifying under this preference if those benefits were the result of 12 continuous months of employment at 32 + hours per week up to the start of the above referenced benefits)

Elderly families (head of household, spouse or co-head is 62 years of age or older)

Disabled families (head of household, spouse or co-head is disabled)

Veterans or surviving spouses of veterans (other than dishonorable discharge)

Homeless

CATEGORY TWO

Applicants who live or work in the HACSD jurisdiction, but who do not fit in Category One.

CATEGORY THREE

Applicants who *do not live or work within the HACSD jurisdiction*, but are one or more of the following:

Families with dependent children

Working Families - (At least one member must have worked at least 32 + hours per week for the previous 12 months. Applicants may combine job training or academic program as part of the previous 12-month requirement. Applicants receiving unemployment, disability, or workman's compensation benefits will be considered qualifying under this preference if those benefits were the result of 12 continuous months of employment at 32 + hours per week up to the start of the above referenced benefits)

Elderly families (head of household, spouse or co-head is 62 years of age or older)

Disabled families (head of household, spouse or co-head is disabled)

Veterans or surviving spouses of veterans (other than dishonorable discharge)

Homeless

CATEGORY FOUR

All other applicants not indicated above.

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

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

CATEGORY ONE

The HACSD uses equally weighted local preferences for applicants, with priorities those ***who live or work in the HACSD jurisdiction*** and are in one or more of the following categories:

Families with dependent children

Working Families - (At least one member must have worked at least 32 + hours per week for the previous 12 months. Applicants may combine job training or academic program as part of the previous 12-month requirement. Applicants receiving unemployment, disability, or workman's compensation benefits will be considered qualifying under this preference if those benefits were the result of 12 continuous months of employment at 32 + hours per week up to the start of the above referenced benefits)

Elderly families (head of household, spouse or co-head is 62 years of age or older)

Disabled families (head of household, spouse or co-head is disabled)

Veterans or surviving spouses of veterans (other than dishonorable discharge)

Homeless

CATEGORY TWO

Applicants who live or work in the HACSD jurisdiction, but who do not fit in Category One.

CATEGORY THREE

Applicants who *do not live or work within the HACSD jurisdiction*, but are one or more of the following:

Families with dependent children

Working Families - (At least one member must have worked at least 32 + hours per week for the previous 12 months. Applicants may combine job training or academic program as part of the previous 12-month requirement. Applicants receiving unemployment, disability, or workman's compensation benefits will be considered qualifying under this preference if those benefits were the result of 12 continuous months of employment at 32 + hours per week up to the start of the above referenced benefits)

Elderly families (head of household, spouse or co-head is 62 years of age or older)

Disabled families (head of household, spouse or co-head is disabled)

Veterans or surviving spouses of veterans (other than dishonorable discharge)

Homeless

CATEGORY FOUR

All other applicants not indicated above.

E. ORDER OF SELECTION FOR MIXED POPULATION DEVELOPMENTS

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).

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

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

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

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

Second Priority: near elderly or disabled families who live in the PHA's jurisdiction

Third Priority: elderly families or disabled families who do not live in the PHA's jurisdiction.

F. VERIFICATION OF PREFERENCE QUALIFICATION

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**.**

Change in Circumstances

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

G. PREFERENCE DENIAL

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

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

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

H. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

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

By matching unit and family characteristics, it is possible that families who apply later may receive an offer of housing ahead of families with an earlier date and time of application.

I. INCOME TARGETING

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

Hereafter families whose incomes do not exceed 30% of area median income will be referred to as "extremely low-income families."

The PHA shall have the discretion, at least annually, to exercise the “fungibility” provision of the 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 PHA's voucher program during a PHA fiscal year exceeds the 75 percent minimum targeting requirement for the PHA's Section 8 Voucher Program. This fungibility provision discretion by the PHA is also reflected in the PHA's Administrative Plan.

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

> The number of units equal to 10 percent of the number of newly available vouchers in the fiscal year; or
>
> The number of public housing units that 1) are in public housing projects located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

The Fungibility Floor: Regardless of the above two amounts, in a fiscal year, at least 30% of the PHA's admissions to public housing will be to extremely low-income families. The fungibility

floor is the number of units that cause the PHA's overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

Fungibility shall only be utilized if the PHA is anticipated to fall short of its 40% goal for new admissions to public housing**.**

Low Income Family Admissions

Once the PHA has met the 40% targeted income requirement for new admissions of extremely low-income families, the PHA will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income.

J. UNITS DESIGNATED FOR THE ELDERLY

In accordance with the 1992 Housing Act, elderly families with a head, spouse, co-head or sole member at least 62 years of age will receive a preference for admission to such units or buildings covered by a HUD-approved Allocation Plan, except for accessible units, which may be offered to persons with disabilities.

K. UNITS DESIGNATED FOR THE DISABLED

In accordance with the 1992 Housing Act, disabled families with a head, spouse, co-head or sole member who qualifies as a person with disabilities as defined in 24 CFR 945.105 will receive a preference for admission to units that are covered by a HUD-approved Allocation Plan.

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

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

L. DECONCENTRATION OF POVERTY AND INCOME-MIXING

Per 24 CFR 982.2, the PHA is not subject to deconcentration and income mixing because it has less than 100 units in each of its four developments (b) (2) (i). In addition, one of its four developments is designated for elderly and disabled (b) (2) ii)

The PHA still has the obligation to meet the income-targeting requirement.

M. PROMOTION OF INTEGRATION

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

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

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

N. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST

The PHA 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 PHA must offer to place the family on both lists. If the public housing waiting list is open at the time an applicant applies for Section 8, the PHA must offer to place the family on the public housing waiting list.

O. REMOVAL FROM WAITING LIST AND PURGING

The waiting list will be purged periodically to ensure that the waiting list is current and accurate. To purge the waiting list, a mailing will be sent requesting current information and confirmation of continued interest.

If an applicant fails to respond within 14, days s/he will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

If an applicant is removed from the waiting list for failure to respond or in instances where the mail is returned by the post office, they may be entitled to reinstatement for reasonable accommodation, administrative error, if only one notice was issued, or if it appears they never received notice. Absent evidence to the contrary, the benefit of the doubt will be given to the applicant.

P. OFFER OF ACCESSIBLE UNITS

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

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

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

> First, to a current occupant of another unit of the same development, or other public housing developments under the PHA's control, who has a disability that requires the special features of the vacant unit.
>
> Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the PHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

See "Leasing" chapter.

Q. PLAN FOR UNIT OFFERS

The PHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is:

> **Two locations:** The applicant must be offered a suitable unit in the location with the higher number of vacancies. If the offer is rejected, a final offer will be made at the other location.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

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

R. CHANGES PRIOR TO UNIT OFFER

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

S. APPLICANT STATUS AFTER FINAL UNIT OFFER

When an applicant rejects the final unit offer the PHA will:

> Remove the applicant's name from the waiting list.

Removal from the waiting list means:

> The applicant must reapply.

T. TIME-LIMIT FOR ACCEPTANCE OF UNIT

Applicants must accept a unit offer within five working days of the date the offer is made and must move-in to the unit within 15 days of the offer.

Applicants Unable to Take Occupancy

If an applicant is willing to accept the unit offered, but is unable to take occupancy within 15 days of the offer for *"good cause,"* the applicant will not be removed from the waiting list**.**

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

> An elderly or disabled family makes the decision not to accept occupancy in designated housing. [24 CFR 945.303(d)]
>
> The family demonstrates to the PHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.
>
> A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.
>
> The unit is inappropriate for the applicant's disabilities**.**

Applicants With a Change in Family Size or Status

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

The family will take the appropriate place on the waiting list according to the date they first applied.

U. REFUSAL OF OFFER

If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.

If the unit offered is refused for other reasons, the PHA will follow the applicable policy as listed in the "Plan for Unit Offers" section and the "Applicant Status After Final Offer" section.

Chapter 5

OCCUPANCY GUIDELINES

INTRODUCTION

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

A. DETERMINING UNIT SIZE

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

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

All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be so assigned that:

> One bedroom will generally be assigned for every two family members. The PHA will consider factors such as family characteristics including sex, age, or relationship, the number of bedrooms and size of sleeping areas or bedrooms and the overall size of the dwelling unit. Consideration will also be given for medical reasons and the presence of a live-in aide.
>
> Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.
>
> Space will not be provided for a family member who will be absent from the household for more than 180 consecutive days. An employed head, spouse or co-head absent from the unit for more than 180 consecutive days due to employment will continue to be considered a family member.

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	MINIMUM NUMBER OF PERSONS	MAXIMUM NUMBER OF PERSONS
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

B. EXCEPTIONS TO OCCUPANCY STANDARDS

The PHA will grant exceptions from the guidelines for a larger unit if the PHA determines the exceptions are justified by the disability of family members, there are no alternate sleeping areas available to the other family members, and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

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

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.

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

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

The family may request to be placed on a larger bedroom size waiting list than indicated by the PHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size to accommodate a person with disabilities or a live-in aide, and must be verified by the PHA before the family is placed on the larger bedroom size list.

The PHA will consider these requests:

Person with Disability

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

Other Circumstances

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

Persons cannot share a bedroom because of the size of medical equipment needed throughout the night.

All members of the family residing in the unit must be pre-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, return of minor or disabled children to the household, or court-awarded custody, in which case the family must inform the PHA within 14 days. If someone moves into the unit before receiving required PHA approval, that person will be considered an unauthorized person.

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 within 30 days 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

See Chapter on Tenant Selection and Assignment.

D. ACCESSIBLE UNITS

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

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

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

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if

a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

E. FAMILY MOVES

When a change in the circumstances of a 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.

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

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 give PHAs broader flexibility. The PHA'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

The minimum rent for this PHA is Zero dollars**.** The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The Total Tenant Payment is the greater of:

30% of the adjusted monthly income

10% of the monthly income

The Minimum rent as established by the PHA

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

B. INCOME AND ALLOWANCES

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.)

Amounts the PHA has determined do not meet the definition of income
Employer reimbursement for mileage expenses is not considered income as long as the reimbursement is reasonable as compared to a large employer or the Internal Revenue Service mileage allowance. Mileage logs may be requested.

Loans to a participant/applicant from an institution are not considered income. However, "loans" from private parties **are** considered income, if it is apparent there is little likelihood the loan will be repaid within the next three years, loans from the previous year have not been repaid, and if there was no written, well-defined notarized loan agreement executed at the time of the loan.

Repayment of a loan back to the applicant/participant is not considered income if documentation can be presented that the loan was made by the applicant/participant. If no documentation is provided, the "repayments" are considered income.

Employer contributions for medical or childcare expenses are not considered income as long as the money is only accessible by the family as reimbursement for out-of-pocket medical or childcare expenses. However, childcare or medical expenses will not be allowed as a deduction from annual income if they are reimbursable through any source.

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

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

Permissive Deductions

The PHA has no permissive deductions.

Allowable Deductions

HUD has five allowable deductions from Annual Income:

1. 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.

2. "Elderly" allowance: $400 per household for families whose head, spouse or co-head is 62 or over or disabled.

3. 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.

4. 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).

5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work, and if the expenses exceed 3 percent of the family's annual income.

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

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

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

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

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

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.

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:

Classroom training in a specific occupational skill;

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

Basic education.

For this purpose, Annual Income does not include the following:

Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs.

At all times the income to be excluded is the incremental income only.

"Incremental income" is defined by HUD as the increase between the total amount of welfare and earnings a family member *is eligible to receive prior* to enrollment in the training program and the total amount of welfare and earnings the family receives member *after* enrollment in the training program.

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.

Who is Eligible for the Exclusion

Any member of the resident's family is eligible for the exclusion, provided the individual is enrolled in the qualifying employment-training program.

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.

Verification

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.

Other Factors to Be Considered

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.

The resident is required to notify the PHA within 14 working days of enrolling in a qualifying training program.

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.

Residents who do not notify the PHA within 14 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

The annual income for qualified families may not be increased as a result of increases in earned income beginning on the first of the month after 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.

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

1. Whose annual income increases as a result of employment of a family member who was previously unemployed for one or more years prior to employment;

2. Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or

3. Whose annual income increases, as a result of new employment or increased earnings of a family member during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least $500. 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.

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 ten hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

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

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

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

Initial Twelve-Month Exclusion:

During the cumulative 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.

Second Twelve-Month Phase-in Exclusion:

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.

Maximum Four-Year Disallowance:

The earned income disallowance is limited to a lifetime 48-month period for each family member. For each family member, the disallowance only applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 months of phase-in exclusion during the 48-month period starting from the date of the initial exclusion.

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month full exclusion and the second 12-month phase-in exclusion).

No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

Applicability to Childcare and Disability Assistance Expense Deductions:

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.

Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

Such documentation will include:

Name of the family member whose earned income increased

Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income

Amount of the increase in earned income (amount to be excluded)

Date the increase in income is first excluded from annual income

Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance)

The PHA will maintain a tracking system to ensure correct application of the earned income disallowance.

Inapplicability to Admission

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

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

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

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

When Annual Income cannot be anticipated for a full twelve months, the PHA will:

Average known sources of income that vary to compute an annual income or,

If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

I. MINIMUM INCOME

There is no minimum income requirement. Families who report zero or minimal income are required to report every 30 days.

A family that earns at or below the following amounts has minimal income:

Family Size	Minimal income
1	$200
2	$250
3	$300
4	$350
5	$400
6	$450
7	$500
8	$550

Families that report zero or minimal income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

The PHA may request credit checks for adult members of families that report zero or minimal income.

Where credit reports show credit accounts open and payments current, the PHA will take action to investigate the possibility of fraud or program abuse.

J. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the PHA may calculate the Total Tenant Payment by:

Excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member or;

Including the income of the person permanently confined to the nursing home and giving the family the medical deductions allowable on behalf of the person in the nursing home.

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

Regular, non-casual contributions and gifts received from persons outside the household are counted as income. This includes rent and utility payments made on a regular basis on behalf of the family and other regular cash or non-cash contributions. It does not include casual contributions or sporadic gifts.

A family benefit that is used almost exclusively by the family, but not titled to the family (i.e., automobile, storage unit), will be counted as income. If an employer provides an automobile that is used for both personal and business purposes, a proration of the expense payments will be counted as income based on the percentage of time the vehicle is used for personal purposes. Evidence of a business vehicle used for personal purposes may include the vehicle being stored overnight at the family's residence five times a week or more and/or the lack of a personal vehicle for that family member.

If the family's expenses exceed its known income, the HACSD will inquire of the family regarding contributions and gifts.

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

Regular alimony and child support payment, including regular payments of alimony and/or child support in arrears, are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the PHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The PHA will accept as verification that the family is receiving an amount less than the award if:

The PHA receives verification from the agency responsible for enforcement or collection.

Family notarized certification

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)]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments that have accumulated due to a dispute will be treated the same as periodic payments that are deferred due to delays in processing. Additionally, any deferred disability benefits that are received in a lump sum or in prospective monthly amounts from the Department of Veterans Affairs are to be excluded from annual income (FR Notice 11/24/08).

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

The PHA will always calculate retroactively to date of receipt**.**

Retroactive Calculation Methodology

The PHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The PHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the PHA.

At the PHA's option, the PHA may enter into a Repayment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered the lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

N. ASSETS

Total combined family assets of $5000 or less will not be verified due to the negligible impact on family rent.

Due to the administrative burden, if there is a service charge of $1.00 or more to verify an asset, the PHA will use family documents, such as bank statements, to verify the asset, if available. If family documents are not available, the PHA will pay the applicable service charge to verify the asset.

Total assets will be counted, even if jointly owned by someone not part of the family, providing a family member has unlimited access to those assets. If the family has restricted access to those assets, the HACSD will prorate the family's asset share based on percentage of ownership. If there is no percentage of ownership, the HACSD will prorate the family's asset share evenly among all owners.

Assets not controlled by or accessible to the family, such as assets held in an irrevocable trust, will not be counted or considered. If there are disbursements to the family from these assets, depending of their regularity, they may either be counted as income or lump sum additions to family assets. Personal property, such as clothing, automobiles, and furniture will not be counted as assets, unless the personal property is an investment, such as a stamp collection, in which case the family's declaration of the investment's value will be used to determine the asset amount.

O. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

Contributions to company retirement/pension funds are handled as follows:

> While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
>
> After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

P. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The PHA must count assets disposed for $10,000 or more under 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.

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.

Q. CHILDCARE EXPENSES

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.

In the case of a child attending private school, only before or after-hours care can be counted as childcare expenses.

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.

Childcare expenses must be reasonable. Reasonable is determined by what the average childcare rates are in the PHA's jurisdiction.

Allowability of deductions for childcare expenses is based on the following guidelines:

> **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.
>
> **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/other amount] travel time to and from school).
>
> **Amount of Expense:** The PHA will survey the local care providers in the community to determine what is reasonable. The PHA will use the collected data as a guideline. If the hourly rate materially exceeds the guideline, the PHA may calculate the allowance using the guideline.

R. MEDICAL EXPENSES [24 CFR 5.603]

Medical expenses are allowed only for elderly or disabled families. The IRS Publication 502 may be used as a guide to assist in determining allowable medical expenses in instances when the regulations or this Policy are unclear.

Medical expenses are expenses anticipated for the 12 months following certification or recertification, which are not covered by an outside source such as insurance, and which exceed three percent of the gross annual income of the family.

A Medicare Prescription Drug Program subsidy is not counted as income. All actual out-of-pocket expenses for prescription drugs purchased through the Medicare Prescription Drug Program are allowed as a medical expense deduction.

Families, who claim medical expenses, must submit a certification indicating if medical expenses have been, or will be, reimbursed by an outside source. It is the responsibility of the family to provide documentation of expenses in the format required by the HACSD. Expenses supported by confusing, unclear, or non-descriptive documentation will be disallowed. All medical expense claims will be verified by one or more of the methods listed below:

Written verification by a California licensed doctor, hospital, 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) the expenses to be reimbursed by an insurance or a government agency

Written confirmation by the insurance company, or employer, of health insurance premiums to be paid by the family

Written confirmation from the Social Security Administration on Medicare premiums to be paid by the family over the next twelve months. A computer printout, or copy of award letter indicating Medicare deductions, will be accepted

For attendant care:

A reliable, knowledgeable, professional's certification that the assistance of an attendant is necessary as a medical expense with a projection of the number of hours the care is needed

An attendant's written confirmation of the hours of care provided, and the amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or pay stubs or written verification from the agency providing the services.

Receipts, canceled checks, or pay stubs that clearly reflect and describe medical costs and insurance expenses likely to be incurred in the next twelve months will be accepted.

Copies of payment agreements, or most recent invoices to verify payments made on outstanding medical bills will continue over all or part of the next twelve months.

Receipts or other records of medical expenses incurred during the past twelve months that can be used to anticipate future medical expenses may be accepted. The HACSD 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.

Prescribed medicines and drugs: Must be prescribed by a doctor. The family must provide legible pharmacy receipts that clearly indicate the expense amount in U.S. dollars, date, and the type of medicine purchased

Nonprescription medicines: To be allowed, the family must provide a current medical professional's written recommendation for the necessity of their use as a form of

treatment for a specific medical condition, the name of the medicine, and the quantity recommended. The family must also provide legible receipts that clearly indicate the amount in U.S. dollars, date, type and quantity of medicine purchased.

Herbal medicines: To be allowed, the family must provide a medical professional's written recommendation for the necessity of their use as a necessary treatment for a specific medical condition, the name of the herbal medicine, and the quantity recommended. The family must also provide legible receipts that clearly indicate the amount in U.S. dollars, date, type and quantity of herbal medicine purchased.

Vitamins: To be allowed, the vitamins must be prescribed, purchased from a pharmacy, and accompanied by a medical professional's written recommendation for the necessity of their use as a necessary treatment for a specific medical condition. The family must also provide legible pharmacy receipts that clearly indicate the amount in U.S. dollars, date and type of vitamins purchased.

Mileage for San Diego County medical appointments: The HACSD will provide allowances for mileage expenses for medical appointments within San Diego County at the current IRS or departmental standard mileage rate, as long as copies of mileage logs are provided. The mileage logs must indicate the starting address, destination address, date of the trip, beginning and ending odometer readings, and the purpose of the trip. Only standard mileage, bus, cab, or trolley expenses will be allowed. Bus, trolley, or cab fare must be documented with legible receipts that provide the date and cost of the trip along with an explanation of the destination and purpose of the trip. Transportation expenses for medical appointments outside of San Diego County are not eligible medical expenses.

Medical services: To be allowed, the family must provide legible receipts that clearly indicate the medical services, the amount in U.S. dollars, dates of the services, the names and addresses of the medical providers, and if the providers are physicians, surgeons, specialists, or other medical practitioners.

Medical supplements in solid or liquid form: To be allowed, the supplements must be prescribed, purchased from a pharmacy, and accompany a medical professional's written recommendation for the necessity of their use as a treatment for a specific medical condition. The family must also provide legible pharmacy receipts that clearly indicate the amount in U.S. dollars, the date and type of supplements purchased.

Medical Insurance premiums: Must provide receipts or official documentation of current monthly premiums.

Ineligible Medical Expenses

Non-prescription medicines are limited to only those items found in the medicine aisle of a pharmacy and are only those items recommended for the treatment of a specific medical condition. Non-prescription medicines that are not for the treatment of a specific medical

condition, but recommended to maintain general health, or as a preventative treatment, are not eligible expenses. Personal use items are not an eligible expense.

Medical treatments in non-traditional medical settings are not eligible medical expenses unless they are administered or supervised by a medical professional.

Chiropractic services will be considered allowable medical expenses.

Physical Therapy/Exercises to Treat a Specific Disease or Medical Condition
Physical and mental health therapy expenses for treatment at non-traditional[1] settings are allowed as deduction off of annual income for elderly and/or disabled families, providing the treatment is necessary to treat a specific disease or medical condition, is prescribed by a licensed medical professional, and providing the treatment is administered and/or directly supervised by a licensed medical professional.

The expense for the use of recreational facilities (e.g., health club, gym, spa, massage center, tennis court, etc.) not directly administered and/or supervised by a licensed medical professional to ensure the facilities are being used in the prescribed manner, is **not** an allowed medical expense.

A licensed medical professional must provide a written statement indicating the type of therapy that is needed by the patient, whether the therapy is necessary to treat a specific disease or medical condition, the number of hours per week or month the therapy is to be provided, the setting or settings where the therapy may be provided, and whether the therapy is needed on an ongoing basis or the specific period of time the therapy is needed.

A medical professional administering and/or supervising a therapy or treatment for a specific disease or medical condition must provide verification indicating the number of hours per week or month the medically prescribed therapy/treatment is being accessed.

In the case of allowed medical expenses for the use of recreational facilities, if the cost of the use of the facilities includes non-treatment services/activities, the medical expenses portion of the payment will be prorated based on the number of hours necessary to treat the specific disease/medical condition versus the overall number of hours the facility is available to the patient. For example, in the case of membership at a 24-hour/365 day fitness center at which the patient is prescribed one-hour daily/365 days a year of medically supervised exercises/physical therapy that are necessary to treat a specific medical condition or disease, the total allowable expenses would be 1/24th of the overall cost.

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

[1] As opposed to traditional physical or mental health therapy administered by licensed medical personnel at their medical offices, medical facilities, or hospitals.

Applicability

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter titled "Reexaminations.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

Prorated TTP Calculation for Mixed Families

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

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

Prorated Flat Rent for Mixed Families

Effective October 1, 2004, the maximum rents are the same as the flat rents.

T. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The PHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

fraud; or

failure to participate in an economic self-sufficiency program; or

non-compliance with a work activities requirement

However, the PHA will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment; or

A situation where a family member has not complied with other welfare agency requirements.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction.

The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction was imposed.

When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

Verification Before Denying a Request to Reduce Rent

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

The welfare agency, at the request of the PHA, will inform the PHA of:

amount and term of specified welfare benefit reduction for the family;

reason for the reduction; and

subsequent changes in term or amount of reduction.

Cooperation Agreements

The PHA has taken a proactive approach to culminating an effective working relationship between the PHA and the local welfare agency for the purpose of targeting economic self- sufficiency programs throughout the community that are available to public housing residents.

The PHA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

U. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

If the cost of utilities (excluding telephone) is not included in the Tenant Rent, a utility allowance will be deducted from the total tenant payment. The Utility Allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption of utilities in an energy conservative household, *not* on a family's actual consumption.

When the Utility Allowance exceeds the family's Total Tenant Payment, the PHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the resident.

Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

When the supplier of utilities offers a "budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in the cost of utilities and ensures adequate heat in the winter. If the family is receiving TANF, the PHA will encourage the family to consider a vendor payment plan for rent and utilities.

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be admitted to a unit with resident-paid utilities.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

V. EXCESS UTILITY PAYMENTS

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

W. FAMILY CHOICE IN RENTS

Authority for Family to Select

The PHA shall provide for each family residing in a public housing unit to elect upon initial lease and annually whether the rent paid by such family shall be 1) determined based on family income or 2) the flat rent. The PHA may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by the PHA.

Annual choice: The PHA shall provide for families residing in public housing units to elect annually whether to pay income-based or flat rent.

Allowable Rent Structures

Flat Rents

The PHA has established, for each dwelling unit in public housing, a flat rent amount for the dwelling unit, which:

Is based on the rental value of the unit, as determined by the PHA; and

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.

The PHA's flat rents are effective July 1, 2013 and are as follows:

Development	**Flat Rent**
Towncentre Manor	
1 BR	$929
Melrose Manor	
2 BR	$1,206
3 BR	$1,687
L Street Manor	
3 BR	$1,687
Dorothy St. Manor	
3 BR	$1,687

The PHA shall review the income of all families paying flat rent not less than once every three years. The family composition shall be reviewed annually for all families, including those paying flat rent.

Income-Based Rents

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by the PHA that does not exceed the greatest of the following amounts:

30 percent of the family's monthly adjusted income;

10 percent of the family's monthly income; or

The PHA's Minimum TTP of $0.

Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay the PHA's flat rent, the PHA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the family is unable to pay the flat rent because of financial hardship, including:

Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income or other assistance;

An increase, because of changed circumstances, in the family's expenses for medical costs, childcare, transportation, education, or similar items; and

Such other situations as may be determined by the PHA.

All hardship situations will be verified.

Once a family switches to income-based rent due to hardship, the family must wait until the next annual reexamination to elect whether to pay income-based rent or flat rent.

Annual Reexamination

Ninety to One hundred twenty days 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.

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.

If the family indicates they choose income-based rent, a reexamination appointment will be scheduled according to PHA policy.

Chapter 7

VERIFICATION PROCEDURES

[24 CFR 960.259, 24 CFR 5.230**]**

INTRODUCTION

HUD regulations require that the PHA verify the factors of eligibility and Total Tenant Payment. 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

The PHA will verify information with the highest level of verification techniques acceptable to HUD in the following order:

1. Up Front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
2. Up Front Income Verification using non- HUD system
3. Written Third-party Verification. (An original or authentic document generated by a third party source)
4. Written Third-party Verification Form (A standardized form to collect information from a third party source)
5. Oral Third Party Verification (in person or via telephone directly from the third party)
6. Self-declaration

If UIV or third party verification is not possible to obtain directly from the source, PHA staff will document in the file as to why third party verification was impossible to obtain and attempt to obtain an oral third party, and document this attempt, before another method is used (such as reviewing documents families provide.) (See Chapter on Applying for Admission.)

The PHA will not delay the processing of an application beyond 10 days because a third party information provider does not return the verification in a timely manner.

For applicants, verifications may not be more than 120 days old at the time of a unit offer. For tenants, they are valid for 120 from date of receipt.

Up-front Income Verification

Up-front income verification (UIV) is information provided directly from a central information collection point, which includes the Enterprise Income Verification (EIV) System wage, pension, Social Security and Supplementary Security (SSI) income, the Work Number for wage income information, the local public assistance provider on-line informational link for Cal Works or TANF income, etc. If this income information is received from this source and is reliable, no other verification is required.

A UIV taken from the EIV system will not be disclosed to any party, but the party whom the information pertains to, even if another party provides a release of information. The UIV information taken from the EIV system may not be used to take an adverse action against the family, but must be confirmed with a third-party verification before any action is taken.

If the UIV income information is less than the family's income figure, the PHA will use the family information.

If the UIV income information is more than the family's income figure, the PHA will use the UIV, unless the family provides documentation of a change in circumstances the explain the discrepancy (e.g., a reduction in work hours). Upon receipt of acceptable family-provided documentation of a change in circumstances, the PHA will use the family-provided information.

If the UIV information for particular income sources differs from the information provided by the family by $200 or more per month, the PHA will follow these guidelines:

Request a written third party verification from the discrepant income source in accordance with (24 CFR 45.236(b) (3)(i).

When the PHA cannot readily anticipate income (e.g., in cases of seasonal employment, unstable working hours, suspected fraud) the PHA will review historical income data for patterns of employment, paid benefits, and receipt of other income.

The PHA will analyze all UIV, third-party, and family-provided data and attempt to resolve the income discrepancy.

The PHA will use the most current income data and, if appropriate, historical income data to calculate the anticipated annual income.

Written Third-Party Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information to authorize the source to release the specified information.

Verifications received electronically directly from the source are considered third-party written verifications.

Oral Third-Party Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete an oral contact certification 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.

Review of Documents

In the event that third-party written or oral verification is unavailable, and/or the written third-party information has not been provided by the third party within ten days, the PHA will utilize documents provided by the family as the primary source, if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a certification form.

The PHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

Printed wage stubs

Computer printouts from the employer

Signed letters (provided that the information is notarized or confirmed by phone)

Other documents noted in this Chapter as acceptable verification

The PHA may accept faxed documents.

The PHA may accept legible photocopies.

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.

Self-certification/Self-declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit self-certification.

Self-certification means a notarized statement under penalty of perjury.

B. RELEASE OF INFORMATION

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.

In addition, the family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of tenancy because it is a family obligation under tenancy to supply any information requested by the PHA or HUD. Family members may not alter or amend required release forms or declarations. To do so would be handled as a failure to provide.

C. COMPUTER MATCHING

HUD has temporarily suspended income matching for years 1998 and forward.

When the PHA receives notification from HUD that a family has been sent an "income discrepancy" letter, the PHA will:

Wait 40 days after the date of notification before contacting tenant.

The PHA will fully document the contact in the tenant's file, including a copy of the letter to the family.

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.

If the amount of rent owed to the PHA exceeds $1000, the PHA will seek to terminate assistance.

<u>If tenant fails to respond to PHA</u>:

The PHA will ask HUD to send a second letter.

After an additional 40 days, the PHA will ask HUD to send a third letter.

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.

<u>If tenant claims a letter from HUD was not received:</u>

The PHA will ask HUD to send a second letter with a verified address for the tenant.

After 40 days, the PHA will contact the tenant family.

If the tenant family still claims they have not received a letter, the PHA will ask HUD to send a third letter.

After an additional 40 days, the PHA will set up a meeting with the family to complete IRS forms 4506 and 8821.

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.

If tenant does receive a discrepancy letter from HUD:

The PHA will set up a meeting with the family.

If the family fails to attend the meeting, the PHA will reschedule the meeting.

If the family fails to attend the second meeting, the PHA will send a termination warning.

The family must bring the original HUD discrepancy letter to the PHA.

If tenant disagrees with the Federal tax data contained in the HUD discrepancy letter:

The PHA will ask the tenant to provide documented proof that the tax data is incorrect.

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

All income not specifically excluded by the regulations.

Excluded income to the extent necessary to determine its excluded income status

Zero or minimal income applicants and residents will be required to complete a family expense form at each certification or recertification interview.

Full-time student status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in preceding two years.

Child care expense where it allows an adult family member to be employed, seek employment or to further his/her education.

Total medical expenses of all family members in households whose head, spouse or co-head is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow an adult family member to be employed.

Legal Identity

U.S. citizenship/eligible immigrant status.

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.

Preference status, based upon PHA preferences.

Familial/Marital status when needed for head or spouse definition.

Disability for determination of preferences, allowances or deductions.

Training program

E. VERIFICATION OF INCOME

This section defines the methods the PHA will use to verify various types of income.

Employment Income

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year to date earnings

Estimated income from overtime, tips, and bonus pay expected during next 12 months

Acceptable methods of verification include:

1. Employment verification form completed by the employer.

2. Check stubs or earning statements that indicate the employee's gross pay, frequency of pay or year to date earnings.

3. W-2 forms plus income tax return forms.

4. Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

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.

In cases where there are questions about the validity of information provided by the family, the PHA will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

Social Security, Pensions, Supplemental Security Income (SSI), Disability Income

Acceptable methods of verification include:

1. Benefit verification form completed by agency providing the benefits

2. Computer report electronically obtained or in hard copy.

3. Award or benefit notification letters prepared and signed by the providing agency.

4. Bank statements for direct deposits.

Unemployment Compensation

Acceptable methods of verification include:

1. Computer report electronically obtained or in hard copy, stating payment dates and amounts

2. Verification form completed by the unemployment compensation agency.

3. Payment Stubs

Welfare Payments or General Assistance

Acceptable methods of verification include:

1. PHA verification form completed by payment provider.

2. 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.

3. Computer-generated Notice of Action.

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

Alimony or Child Support Payments

Acceptable methods of verification include:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.

2. A notarized letter from the person paying the support.

3. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

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

   A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.

   A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

   A notarized affidavit from the family indicating the amount(s) received.

   A welfare Notice of Action showing amounts received by the welfare agency for child support.

   A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

In order to verify the net income from a business, the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months. The family must compile the information in a manner acceptable to the PHA, including recording the information in ledger records.

Acceptable methods of verification include:

1. IRS Form 1040, including:

   Schedule C (Small Business)

   Schedule E (Rental Property Income)

   Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business.

3. Credit report or loan application.

4. Documents such as manifests, appointment books, cashbooks, 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.

5. Family's self-certification/notarized statement as to net income realized from the business during previous years.

The PHA may request the documentation identified in #4 above, regardless of the verification used.

Childcare Business

If an applicant/tenant is operating a licensed day care business, income will be verified as with any other business.

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.

If the family has filed a tax return, the family will be required to provide it.

Recurring Gifts

The family must furnish a notarized statement that contains the following information:

The person who provides the gifts

The value of the gifts

The regularity (dates) of the gifts

The purpose of the gifts

Zero or Minimal Income Status

Families claiming to have zero or minimal income will be required to execute verification forms to determine that forms of income such as unemployment benefits, AFDC, SSI, etc. are not being

received by the household.

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

Full-Time Student Status

Only the first $480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students are not counted towards family income.

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

Verification of Income Exclusions

The PHA will attempt third party verification of income exclusions wherever possible.

When third party verification of income exclusions is not possible or practical, a review of documents or notarized self-certification will be obtained**.**

Exclusions from income that must be verified and reported on the 50058 include the following:

Expenditures for business expansion.

The interest portion of payments on capital indebtedness used as business deductions

Withdrawals of cash or assets from a professional or business operation if it is verified the withdrawal is a reimbursement for cash or assets invested in the operation by the family.

Business asset depreciation is not allowed as an income exclusion

Income from employment of children or foster children under 18 years old.

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

Earned income disallowance.

Amounts earned by temporary Census employees; terms of employment may not exceed 180 days for the purposes of the exclusion.

Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 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.

Stipends to reimburse residents for expenses for serving as members of the PHA governing board or commission.

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

Other military pay specifically excluded by law (e.g. Desert Storm active duty).

Income of a live-in aide.

Earnings and benefits from employment training programs funded by HUD.

Reimbursement for out-of-pocket expenses while attending a public assisted training program.

Incremental earnings and benefits from participation in qualifying state and local employment programs.

Payments to volunteers under the Domestic Volunteer Services Act.

Payments received under programs funded in whole or in part under the Workforce Investment Act (WIA) (formerly known as the Job Training Partnership Act (JTPA)).

Earnings and benefits to any family member from an employment training and supportive services program during the exclusion period. The exclusion is applicable only if the family was admitted to the qualifying program prior to October 1, 1999.

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

Food Stamps.

Annual Imputed Welfare Income if the family was not an assisted resident at the time of sanction.

Nonrecurring, short-term benefits under TANF assistance that:

Are designed to deal with a specific crisis situation or episode of need;

Are not intended to meet recurrent or ongoing needs; and

Will not extend beyond four months.

Work subsidies under TANF assistance (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training).

Supportive services under TANF assistance such as child care and transportation provided to families who are employed.

Refundable earned income tax credits.

Individual Development Accounts under TANF.

Services provided under TANF assistance such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support.

Transportation benefits under TANF assistance provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Lump-sum pension benefits payable as a death benefit.

Deferred periodic amounts from SSI benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

Deferred periodic amounts from Social Security benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Child care assistance arranged or provided under the Child Care and Development Block Grant Act.

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

Payments received under the Alaska Native Claims Settlement Act.

Income derived from certain sub marginal land or the United States that is held in trust for certain Indian tribes.

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.

The first $2000 of per capita shares from judgment funds awarded by Indian Claims.

Payments received under the Maine Indian Claims Settlement Act of 1980.

Payments received by Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation.

The first $2000 of income received by individual Indians derived from interests or trust or restricted land.

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone). Kinship care payments are considered equivalent to foster care payments and are also excluded from annual income [Notice PIH 2008-40].

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

Full amount of student financial assistance paid directly to the student or to the educational institution, excluding the housing component of athletic scholarships which must be counted as income.

Temporary, nonrecurring or sporadic income (including gifts).

Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

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

Refunds or rebates under state or local law for property taxes paid on dwelling unit.

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

Payments or allowances under DHHS' low-income home energy assistance program (LIHEAP).

Federal scholarships funded under Title IV of The Higher Education Act of 1965, including awards under the Federal Work Study Program or under the Bureau of Indian Affairs Student Assistance Program.

Payments received from programs funded under Title V of the Older Americans Act of 1965.

Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund, or any fund established pursuant to the settlement in the In Re Agent Orange product liability litigation.

Earned Income Tax Credit refund tax payments.

Any allowance paid under provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is a child of a Vietnam Veteran.

Any amount of crime victim compensation that the applicant (under the Victims' Crime Act) receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims Crime Act because of the commission of a crime against the applicant.

F. INCOME FROM ASSETS

If total family assets total $5000 or less, no verification will be required due to the negligible impact on family rent.

Acceptable methods of verification include:

Savings Account Interest Income and Dividends

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.

Interest Income from Mortgages or Similar Arrangements

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)

2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

1. IRS Form 1040 with Schedule E (Rental Income).

2. Copies of latest rent receipts, leases, or other documentation of rent amounts.

3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, and bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

4. Lessee's written statement verifying rent payments to the family and family's notarized statement as to net income realized.

G. VERIFICATION OF ASSETS

Family Assets

The HACSD will require the information necessary to determine the current cash value of the family's assets. "Cash value" is the net amount the family would receive if the assets were converted to cash. Assets totaling $5,000.00 or less will not be verified by third-party verification because of the negligible impact on the HAP amount and family rent, although that asset, as reflected on family-provided documentation, will be reflected in the family's rent calculations.

Due to the added administrative cost, the HACSD will not attempt a third-party verification of any asset in which the source collects a service charge of $1.00 or more and the family has available original documents, such as bank statements. If the family cannot provide original documents, the HACSD will pay the service charge for the third-party verifications.

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

Family's Notarized Statement describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV) during two years preceding effective date of certification or recertification.

For all Certifications and Recertifications, the PHA will obtain the Family's certification as to whether any member has disposed of assets for more than $10,000 less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for more than $10,000 less than fair market value, a certificaton 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

Childcare Expenses

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, Tax Identification 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.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical and Disability Assistance Expenses

Families who claim medical expenses or expenses to assist a person(s) with 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:

> Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
>
> Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted. For attendant care:

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.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. PHA may use this approach for "general medical expenses", such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year. The PHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

In all cases:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

Verification of Being the Victim of Domestic Violence, Dating Violence, or Stalking

There must be documentation that indicates the time frame that the violent acts occurred, names the perpetrator of the abuse and whether they were directly attributable to the violations. The documentation must be one of the two following source:

Police or court records

Statement from a professional with expertise in the three categories of violent acts who states under penalty of perjury of knowledge of the violent acts based on working with the victim.

A certified statement from the victim is not in itself sufficient documentation.

Verification of Legal Identity

In order to prevent program abuse, the PHA will require applicants to furnish verification of legal identity for all family members. All adult family members must provide a state picture identification or driver's license.

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.

Certificate of birth, naturalization papers

Church issued baptismal certificate

Current, valid driver's license

U.S. military discharge (DD 214)

U.S. passport

Voter's registration

Company/agency identification card

Department of Motor Vehicles identification card

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

Certificate of birth

Adoption papers

Custody agreement

Health and Human Services identification card

School records

If none of these documents can be provided, a third party who knows the person may, at the PHA's discretion, provide verification.

Verification of Marital Status

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

Verification of relationship:

Official identification showing name

Birth certificates

Baptismal certificates

Verification of guardianship is:

Court-ordered assignment
Affidavit of parent

Verification from social services agency

School records

Evidence of an established family relationship:

Joint bank accounts or other shared financial transactions

Leases or other evidence of prior cohabitation

Credit reports showing relationship

Split Households: Domestic Violence

Verification of domestic violence when assessing applicant split households includes:

Shelter for battered persons

Police reports

District Attorney's office

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will consider any of the following as verification:

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.

Statements from other agencies such as social services that the adult family member is no longer living at that location.

If no other proof can be provided, the PHA will accept a Notarized Statement from the family.

If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

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

Verification of Disability

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

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants.

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

> Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.
>
> Eligible Immigrants who are 62 or over are required to sign a declaration of eligible immigration status and provide proof of age.
>
> 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.
>
> Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.
>
> Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of non-contending members.

Failure to Provide. If an applicant or 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.

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.

Extensions of Time to Provide Documents. The PHA will grant an extension of 30 days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

Verification of Social Security Numbers

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.

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 is/are complete and accurate:

A valid driver's license

Identification card issued by a Federal, State or local agency

Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)

An identification card issued by a medical insurance company

Earnings statements or payroll stubs

Bank Statements

IRS Form 1099

Benefit award letters from government agencies

Retirement benefit letter

Life insurance policies

Court records (real estate, tax notices, marriage, divorce, judgment or bankruptcy records)

Verification of benefits or SSN from Social Security Administration

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.

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.

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.

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.

Medical Need for Larger Unit

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

J. VERIFICATION OF SUITABILITY FOR ADMISSION

Sources to be used to determine suitability include but are not limited to:

Criminal History Reports

Prior landlord references

Physicians, social workers, and other health professionals

Housing Authority of the County of San Diego and Other PHAs (to whom the family may owe debt)

(See chapter on Eligibility.)

Ability to meet financial obligations under the lease

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

All applicants will be interviewed and asked questions about the basic elements of tenancy.

The PHA will access a Credit Report on all applicants prior to selection.

The PHA will determine if applicants owe any monies from previous tenancy or participation in any HUD housing program.

The PHA will independently verify the rent-paying history of all applicants for the previous five years directly with the landlord(s).

Drug-related or violent criminal activity

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

Housekeeping

The PHA will obtain references from prior landlords for the previous five years to determine acceptable housekeeping standards.

The PHA may conduct a home visit prior to admission.

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

Local Preferences

Super Preference for Participants of the Disaster Voucher Program (DVP)

For the family to be given a DVP super preference, it must be verified that the family's 18 month DVP assistance provided through the HACSD is ending within the next 90 days. The verification would be copies of the DVP contracts and a statement from the HACSD caseworker indicating that the family is in good standing under the DVP Program.

1. **Residency Preference:** For families, who live, work or have been hired to work in the jurisdiction of the PHA.

   In order to verify that an applicant is a resident, the PHA, with the exception of homeless applicants, will require a minimum of three of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, statement from household with whom the family is residing.

   For families who have been hired to work in jurisdiction of the PHA, a statement from the employer will be required.

   For homeless applicants, self-declaration and documentation demonstrating they were living in San Diego County are sufficient.

2. **Veterans Preference:** This preference is available to current members of the U.S. Military Armed Forces, veterans, or surviving spouses of veterans.

   The PHA will require U.S. government documents, which indicate that the applicant qualifies under the above definition.

3. **Working Preference:** This preference is available for families with at least one member who is employed. The PHA will require a statement from the employer. The PHA will also give the benefit of this preference to families where the head of household, spouse or co-head is age 62 or older; and to families where the head of house or spouse meets the disability definition in CFR 5.403.

4. **Educational/Training Tenants:** This preference is available for families who are graduates of or tenants in educational or training programs designed to prepare the individual for the job market. The PHA will require a statement from the agency or institution providing the education or training.

5. **Families with Dependent Children.** This preference is available to families who have dependent children who currently live or will be living with the family in the public housing unit. The PHA will require copies of birth certificates and Social Security Cards of the children, as well as absent parent and child support documentation, if applicable.

6. **Homeless.** This preference is available to those who are either without housing, or are residing in non-residential dwellings. The PHA will require documentation to verify that the family or individual is living in San Diego County, such as a driver's license, pay stub, etc. In addition, if the family or individual cannot provide documentation they were living in the jurisdiction of the PHA, a notarized declaration will be acceptable. Motel, food, or other receipts may be accepted as documentation of the residency preference.

RESERVED

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

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:

To abate dangerous and/or substandard living conditions.

To abate emergency life-threatening living conditions caused by third-party criminal activity;

To accommodate verified disability; and

To accommodate resident families that are determined to be over- or under-housed, by virtue of their family size.

If there is an absence of eligible applicants on the waiting list, a family may be approved to transfer for the following reasons:

Live closer to a place of employment; or

Live closer to a relative who will care for children of a working parent; or

Live closer to a required medical treatment center; or

Live in areas providing more opportunity for economic self-sufficiency; or

Move into a lower income public housing development (for a higher-income family).

The PHA will always consider a request to transfer as a reasonable accommodation for a person with a disability, such as a request to move from an upstairs to a downstairs unit for medical or accessibility reasons.

B. ELIGIBILITY FOR TRANSFER

In order to be determined eligible to receive a transfer, residents must submit the requisite documentation to the PHA, to substantiate their request, must pass a criminal history screening, and must be in good standing with the PHA.

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 to be charged to the family.

Except in emergency situations, transfers will be denied when the family is:

Delinquent in their rent;

In the process of reexamination to determine rent and eligibility; or

About to be asked to move for reasons other than non-payment of rent.

Not in good standing with the PHA due to rental history or a history of disturbances.

The PHA will not grant a transfer request solely to accommodate neighbors who "cannot get along."

C. PRIORITY OF TRANSFERS

The Transfer Waiting list will be maintained in rank order according to the following priorities, subject to available vacancies:

Emergency

Executed within 48 hours of documentation, verification and approval.

Transfer will be within the housing development unless emergency transfer cannot be accomplished in this manner.

Medical hardship and accessibility

Executed within 60 days of documentation, verification and approval.

Transfer will be within the housing development unless appropriate unit is not available to meet the family's needs within the development.

Medical hardship and accessibility transfers are initiated by the PHA and/or written family request.

Underhoused (Overcrowded)

Executed when family's name reaches the top of transfer list and authorized unit is available. The family is not considered overcrowded until all sleeping areas, including the living room, are being utilized.

Transfer will be within the housing development unless size and type of unit required does not exist within that development's inventory

Transfers are initiated by the PHA and/or written family request.

Overhoused

Executed within 30 days of notification that an authorized unit will be available.

Transfer will be within the housing development unless the size and type of unit required does not exist within that development's inventory.

Transfers are initiated by the PHA and/or written family request.

Family above the Established Income Range moving into a development below the Established Income Range, or vice versa

Not applicable. The PHA is not subject to deconcentration and income-mixing requirements because each of its developments has less than 100 units

D. EMERGENCY TRANSFER

The PHA will authorize an emergency transfer for a participant family if one of the following conditions occurs:

The resident's unit has been damaged by fire, flood, or other causes to such a degree that the unit is not habitable, provided the damage was not the result of an intentional act, carelessness, or negligence on the part of the resident or a member of the resident's household.

The transfer of a victim of domestic violence, dating violence, or stalking is considered an Emergency transfer, providing there is a restraining order or police report to support the victim’s status.

E. SPECIAL CIRCUMSTANCES TRANSFER

The PHA will authorize transfers under special circumstances for a participant family if one of the following conditions occurs:

The resident's unit is being modernized or significantly remodeled.

In such cases the family may only be offered temporary relocation if allowed under Relocation Act provisions and may be allowed to return to their unit once rehabilitation is complete.

There is a reasonable fear of direct violence against the resident. Such transfer requests may include a fear of retaliation for witnessing an incident, or providing testimony or evidence in an eviction or criminal proceeding, or fear of being the victim of a hate crime.

The PHA will seek input from local law enforcement regarding all requests for transfers due to threat of violence.

Transfers due to threat of violence shall have priority over other transfers except for emergency transfers.

The PHA has a need, at the discretion of the Executive Director or designee, to transfer the resident family to another unit and the resident voluntarily agrees to such transfer.

F. MANDATORY TRANSFERS

If there is a required change in the size of unit due to being over-housed or overcrowded, it will be necessary for the resident to move to a unit of an appropriate size and a new lease will be executed.

If an appropriate unit is not available, the resident will be placed on a transfer list and moved to such unit when it does become available.

The PHA will place all families requiring a mandatory transfer due to occupancy standards on a transfer list, which will be reviewed for need-based transfers before any unit is offered to a family on the waiting list.

The family will be offered the next appropriately-sized unit that becomes available after other such families already on the transfer list who are in need of the same size unit.

If a family that is required to move refuses the offered unit, the PHA will evaluate the reason for the refusal and determine if it is one of good cause. If the PHA determines that there is no good cause, the PHA will begin lease termination proceedings.

The PHA will consider the living area for occupancy standards, so that the family may avoid losing their assistance.

The PHA will offer the family an opportunity for an informal conference before terminating the family's lease. The family will have 14 working days from the issue date of the Notice to Terminate to request an informal conference.

G. NON-MANDATORY TRANSFERS

When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory transfer based on occupancy standards, the transfer list will be reviewed for other families needing a transfer due to disability or threat of violence. Others desiring a transfer will not be considered if there are eligible applicants on a waiting list.

If there is a participant family waiting for transfer to an available and appropriately sized unit, the participant family will be offered the unit.

If a family 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.

Good cause may be any of the following reasons:

> The new unit is more than 20 miles from the place of employment, job training program or school of at least one member of the family.
>
> Travel for medical treatment from the new unit would create a hardship for an elderly or disabled person.
>
> The inconvenience or undesirability of changing schools for any minor child will not be considered good cause.

H. MOVING COSTS

The resident, except when the transfer is due to uninhabitability, through no fault of the resident, or when the transfer is due to the need of the PHA, will pay all moving costs related to the transfer. The PHA will bear the transfer costs when the transfer is done as a reasonable accommodation. The PHA will not pay moving costs to transfers that were necessary as a result of changes in family circumstances, such as family size, etc.

I. SECURITY DEPOSITS

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.

The PHA will require a new security deposit of all families that request a transfer for personal reasons.

Security deposits will always be transferred from the losing development to the gaining development, minus any damage or cleaning charges applicable to the losing unit.

The resident will be billed for any charges that occur as a result of the resident moving out of the apartment.

J. PROCESSING TRANSFERS

There will be no lapsed time between move-out and move-in. Effective dates must not overlap, nor will both projects carry the resident on their books at the same time.

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.

K. REEXAMINATION DATE

An interim examination, verifying income only, will be conducted at the time of lease up and the family will have a new reexamination date.

Chapter 9

LEASING

[24 CFR 966.4]

INTRODUCTION

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

A. LEASE ORIENTATION

Upon execution of the lease, a PHA representative will provide a lease orientation to the family head and spouse. The orientation may be conducted with more than one family.

Orientation Agenda

When families attend the lease orientation, they will be provided with:

A copy of the lease;
A copy of the PHA's lease and grievance procedure;
A copy of the House Rules;
A copy of the PHA Newsletter.

Topics to be discussed will include, but are not limited to:

Applicable deposits and other charges;
Provisions of the lease;
Family Choice of rents;
Orientation to the community;
Unit maintenance and work orders;
Explanation of occupancy forms;
Terms of occupancy;
Community service;
Lead-based paint disclosure notice;
Lead hazard information pamphlet.

B. LEASE REQUIREMENTS

The initial term of the lease will be 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.

Because the lease automatically renews for terms of 12 months, an annual signing process is not required.

C. EXECUTION OF LEASE

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.

The head of household is the person who assumes legal and financial responsibility for the household, and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the 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.

The following provisions govern lease execution and amendments:

A lease is executed at the time of admission for all new tenants.

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).

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.

Lease signers must be persons legally eligible to execute contracts.

If no member of the household is qualified to sign a lease, a legal guardian may co-sign the lease, subject to PHA approval.

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.

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.

Households that include a Live-In Attendant are required to execute a lease addendum authorizing the arrangement and describing the status of the attendant.

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.

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

Except as indicted below, the PHA must approve requests for the addition of new members of the household, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by the PHA will be added to the household.

Unrestricted Admissions
Additions through birth, adoption, court-awarded custody and the return of disabled or minor children to the household do not require prior approval, but the family is still required to report these additions within 14 days, and these additions are still subject to family eligibility requirements, such as criminal history prohibitions.

Partially Restricted Admissions
The addition of foster children is allowed with prior HACSD approval. They may not be added if the family will be overcrowded.

The addition of a live-in aide is allowed with prior HACSD approval. Live-in aides may not be added if the family will be overcrowded, but the family may transfer to accommodate the live-in aide.

Restricted Admissions
All admissions to the household not categorized above are limited to a total of two people in 12 months. However a family may not add a restricted admission for the first 12 months after initial occupancy of the unit. Each adult admission must have current income and steady income for the previous 12 months. If the income is from employment, they are required to be employed a minimum of 32 hours per week for the previous 12 months. They may not be added if the unit is overcrowded, and they will not be approved without the PHA's permission. Exceptions to the income requirement for close blood relatives of the head of household or spouse may be granted based on documented extreme hardship or serious medical reasons, providing the family will not be overcrowded.

Factors determining household additions:

1. Household additions subject to screening:

   Resident plans to marry;

   Resident is awarded custody of a child over the age for which juvenile justice records are available;

   Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren).

   A unit is occupied by a remaining family member(s) under age 18 (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.

2. Factors determining household additions that are not subject to screening:

   Those added through birth, adoption, court-awarded custody, or return of minor or disabled children to the household.

3. Factors determining household additions that may be subject to screening, depending on PHA discretion:

   The PHA will request that the public housing tenant provide the PHA with a signed consent form from the parent(s) or legal guardian allowing the PHA to check the juvenile records of the child. Sources to be checked may include any of the following:

   School Records (attendance/behavior)

   Juvenile Probation/Court Records

   Police Records

4. Each adult admission, except those listed above, must have income and a steady income history for the last 12 months. If working, they must have a work history of at least 32-hours a week for the last year. In cases where the addition will affect the bedroom size required by the family, according to the PHA occupancy standards, the PHA will not approve the addition.

5. The PHA will not approve adding a family consisting of more than two members to the lease, nor will the PHA approve more than a total of two peopled added to the lease in a 12-month period, nor will the PHA approve an addition if the unit will be overcrowded. Such applicants will be encouraged to apply to the waiting list.

6. 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)].

7. 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. If these family members wish to return, they are subject to the limitations prescribed above.

8. The resident may not allow visitors to stay overnight more than 45 days in a twelve-month period.

   The resident may not allow visitors to stay overnight more than 14 consecutive days in a twelve-month period.

   The manager may authorize overnight visitors provided the visit does not exceed 14 consecutive days.

   Visitors who remain beyond the limits stated above are considered trespassers, and their presence constitutes a breach of the lease.

   If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee's unit, the person will be considered an unauthorized member of the household.

9. 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.

   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.

   Residents must advise the PHA when they will be absent from the unit for more than 30 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)]

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

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

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

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

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.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

Non-payment of excess utility charge payments to the PHA is a violation of the lease and is grounds for eviction.

G. SECURITY DEPOSITS

Security Deposit

New tenants must pay a security deposit to the PHA at the time of admission.

The amount of the security deposit required is $100 per bedroom and is specified in the lease.

The amount of the Pet Deposit is $200 for a dog or cat and fish tanks require insurance coverage.

The PHA may permit installment payments of security deposits when a new tenant demonstrates a financial hardship to the satisfaction of the PHA. However, no less than one-half of the required deposit must be paid before occupancy.

The PHA will hold the security deposit for the period the tenant occupies the unit.

The PHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:

Unpaid rent;

Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;

Other charges under the lease.

The PHA will refund the Security Deposit less any amounts owed, within the required state law period after move out and tenant's notification of new address.

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 and copies of the receipts, including reasonable charges for repairs completed by the PHA's employees. If the tenant disagrees with the amount charged to the security deposit, the PHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the PHA. All keys to the unit must be returned to the management upon vacating the unit.

The PHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit, the PHA will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges.

Pet Deposit

See chapters on pet policy.

H. RENT PAYMENTS

The tenant rent is due and payable at the PHA-designated location on the 1st of every month. If the 1st of the month falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If the PHA does not receive payment by the agreed-upon date, a delinquent rent notice will be sent.

If the payment of rent and other charges due under the lease will be delayed beyond the first day of the month, the tenant must notify the management no later than three business days before the payment is due.

> 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

If the tenant fails to make payment by the 5th 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.

If the tenant fails to make payment by the 5th day of the month, a late fee will be charged.

The PHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account.

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

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

Schedules of special charges and rules and regulations are subject to modification or revision. Residents and resident organizations will be provided at least 30 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.

A copy of such notice shall be posted in the central office, and:

> Posted in at least two conspicuous places within each structure or building in which tenants affected by the modifications or revisions are located.

After the proposed changes have been incorporated into the lease and approved by the Board, each family will be notified of the effective date of the new lease.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

L. CANCELLATION OF THE LEASE

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

Initial Inspections

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

Any adult member may sign the inspection form for the head of household.

Vacate Inspections

The PHA Inspection Department will access the Vacate Report prepared by 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.

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 return of the family's security deposit.

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.

The resident is encouraged to participate in the move-out inspection**.**

Annual Inspections

The PHA will inspect all units annually using HUD's Uniform Physical Condition Standards (UPCS) as a guideline. In addition, HUD will conduct random inspections for compliance with UPCS at least bi-annually.

The unit will be considered to have failed HUD’s Uniform Physical Condition Standards if there are any *life-threatening* Health and Safety deficiencies.

If a unit fails inspection due to housekeeping or tenant-caused damages, the resident will be given five days to correct noted items, after which a follow-up inspection will be conducted.

Residents will be issued a copy of the inspection report with required corrections.

If necessary to bring the unit into UPCS compliance, needed repairs will be completed by the PHA.

All inspections will include a check of all smoke alarms to ensure proper working order.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by the PHA.

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit may be in violation of their lease.

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

Quality Control Inspections

The housing management staff 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.

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.

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.

Special Inspections

Housing management staff may request the inspection supervisor to conduct a special inspection for housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review PHA operations periodically and as a part of their monitoring may inspect a sampling of the PHA's inventory.

Other Inspections

Playground inspections are conducted quarterly to determine playground safety.

Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

HUD REAC random inspections will be conducted on a periodic basis.

Emergency Inspections

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.

Emergency Repairs to be Completed in Less than 24 Hours

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

Lock-out (with proper identification of resident)

Broken lock that affects unit security

Broken window glass that affects unit security, is a cutting hazard, or occurs during inclement weather (to be secured or abated)

Escaping gas

Plumbing leaks that can cause flooding or damage to the unit

Natural gas leaks or smell of fumes

Backed-up sewage

Electrical hazard

Units with elderly residents in which the PHA-owned air conditioner or heater (seasonal) or refrigerator is inoperable

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.

Residents who disengage smoke detectors for convenience purposes will be cited. (See "Housekeeping Citations" in this chapter.)

Entry of Premises Notices

The PHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

The PHA will provide the family with 48-hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

An adult family member must be present in the unit during the inspection.

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.

Reasons the PHA will enter the unit are:

Inspections and maintenance

To make improvements and repairs

To show the premises for leasing

In cases of emergency

The family must call the PHA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

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.

Non-Inspection Emergency Entry

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

Family Responsibility to Allow Inspection

The PHA must be allowed to inspect the unit at reasonable times with reasonable notice. A not less than 24-hour advance written notice will be considered reasonable advance notice in all cases**.**

The resident is notified of the inspection appointment in writing. The family must call the PHA at least 24 hours before the inspection date to reschedule the inspection, if necessary.

If the resident refuses to allow the inspection, the resident will be in violation of the lease**.**

Housekeeping Citations

Residents who "fail" an inspection due to housekeeping will be issued a Housekeeping Citation, and a re-inspection will be conducted within 14 working days by housing management staff.

A family that fails to comply with the re-inspection is considered in violation of the lease.

More than three citations will be considered a violation of the lease.

Tenant Damages

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

"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.

N. No-Smoking Policy

According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the United States. The elderly and young populations, as well as people with chronic illnesses, are especially vulnerable to the adverse effects of smoking. Because Environmental Tobacco Smoke (ETS) can migrate between units in multifamily housing, causing respiratory illness, heart disease, cancer, and other adverse health effects in neighboring families, U.S. Department of Housing and Urban Development strongly encourages Public Housing Authorities (PHAs) is to adopt no smoking policies (PIH-2009-21 (HA). The PHA has a no-smoking policy at all its public housing sites.

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.

The PHA chooses not to publish rules governing the keeping of common household pets. Residents will comply with the dwelling lease, which requires that no animals or pets of any kind be permitted on the premises without prior written approval of the PHA. This does not apply to animals that are used to assist, support, or provide service to persons with disabilities.

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 [24 CFR 960.705]

Pet rules will not be applied to animals that assist, support, or provide service to persons with disabilities. This exclusion applies to such animals that reside in public housing and such animals that visit the development. The PHA has the authority to verify the person's disability and the relationship between the disability and the need for the service animal.

A. MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the PHA management.

The pet owner must submit and enter into a Pet Agreement with the PHA.

Registration of Pets

Pets must be registered with the PHA before they are brought onto the premises. Registration includes a 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.

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.

Dogs and cats must be spayed or neutered and documentation must be provided to verify this.

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.

Registration must be renewed and will be coordinated with the annual recertification date.

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

Refusal to Register Pets

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.

The PHA will refuse to register a pet if:

> The pet is not a *common household pet* as defined in this policy;
>
> Keeping the pet would violate any House Pet Rules;
>
> The pet owner fails to provide complete pet registration information, or fails to update the registration annually;
>
> The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

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

If an approved pet gives birth to a litter, the resident must remove all pets from the premises except one.

Pet rules will not be applied to animals that assist, support or provide service to persons with disabilities.

Persons with Disabilities

To be excluded from the pet policy, the resident/pet owner must state:

That there is a person with disabilities in the household;
That there must be a relationship between the requested accommodation and the person's disability.

Types of Pets Allowed

No types of pets other than the following may be kept by a resident.

Tenants are permitted to have more than one *type* of pet, except for categories 1 and 2.

1. Dogs

   Maximum number: one
   Maximum adult weight: 25 pounds
   Must be housebroken
   Must be spayed or neutered
   Must have all required inoculations
   Must be continually licensed as specified by State law and local ordinance

2. Cats

   Must be spayed or neutered
   Must have all required inoculations
   Must be trained to use a litter box or other waste receptacle
   Must be continually licensed as specified by State law or local ordinance

3. Birds

   Maximum number: two
   Must be enclosed in a cage at all times

4. Fish

   Maximum aquarium size: 20 gallons
   Must have insurance to cover water damage
   Must be maintained on an approved stand

5. Rodents (Rabbit, guinea pig, hamster, or gerbil ONLY)

   Maximum number: one
   Must be enclosed in an acceptable cage at all times
   Must be kept current in inoculations as specified by State law or local ordinance

6. Turtles

   Maximum number: one
   Must be enclosed in an acceptable cage or container at all times

C. PETS TEMPORARILY ON THE PREMISES

Pets that are not owned by a tenant will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the PHA.

State or local laws governing pets temporarily in dwelling accommodations shall prevail.

D. ADDITIONAL FEES AND DEPOSITS FOR PETS

The PHA will charge a refundable Pet Deposit of $200 for each dog or cat and require insurance for fish tanks. This Pet Deposit is intended to cover additional costs not otherwise covered.

Residents with pets prior to the change in the amount of the Pet Deposit will not be required to increase their Pet Deposits.

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.

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.

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.

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:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the project.

Pet Deposits are not a part of rent payable by the resident**.**

E. ALTERATIONS TO UNIT

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.

F. PET WASTE REMOVAL CHARGE

Pet deposit and pet waste removal charges are not part of rent payable by the resident.

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:

The cost of repairs and replacements to the dwelling unit;

Fumigation of the dwelling unit.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount that exceeds the pet deposit.

The pet deposit will be refunded when the resident moves out or no longer has a pet on the premises, whichever occurs first.

The expense of flea de-infestation shall be the responsibility of the resident**.**

G. PET AREA RESTRICTIONS

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.

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.

H. NOISE

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**.**

I. CLEANLINESS REQUIREMENTS

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.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit**.**

Removal of Waste from Other Locations. The resident/pet owner shall be responsible for the removal of waste from the exercise area, immediately, by placing it in a sealed plastic bag and disposing of it in an outside trash bin.

Any unit occupied by a dog, cat, or rodent will be fumigated at the time the unit is vacated and the cost will be deducted from the pet deposit.

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.

J. PET CARE

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

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.

K. RESPONSIBLE PARTIES

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.

L. INSPECTIONS

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

The PHA may enter and inspect the unit only if a written complaint is received alleging that the conduct or condition of the pet in the unit constitutes a nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.

M. PET RULE VIOLATION NOTICE

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.

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:

> That the resident/pet owner has five days from the effective date of the service of the notice to correct the violation or make written request for a meeting to discuss the violation;
>
> That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
>
> 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.

N. NOTICE FOR PET REMOVAL

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.

The Notice shall contain:

> A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated;
>
> The requirement that the resident /pet owner must remove the pet within five days of the notice; and
>
> A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

O. TERMINATION OF TENANCY

The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:

> The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

P. PET REMOVAL

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. In addition, pets that are poorly cared for or have been left unattended for over 72 hours will be removed.

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.

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.

Q. EMERGENCIES

The PHA will take all necessary steps to ensure 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.

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.

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.

Animals that Assist Persons with Disabilities [24 CFR 960.705]

Pet rules will not be applied to animals that assist, support, or provide service to persons with disabilities. This exclusion applies to such animals that reside in public housing and such animals that visit the development. The PHA has the authority to verify the person's disability and the relationship between the disability and the need for the service animal.

A. MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the PHA management.

The pet owner must submit and enter into a Pet Agreement with the PHA.

Registration of Pets

Pets must be registered with the PHA before they are brought onto the premises. Registration includes a 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.

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.

Dogs and cats must be spayed or neutered and documentation must be provided to verify this.

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.

Registration must be renewed and will be coordinated with the annual recertification date.

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

Refusal to Register Pets

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.

The PHA will refuse to register a pet if:

> The pet is not a *common household pet* as defined in this policy;
>
> Keeping the pet would violate any House Pet Rules;
>
> The pet owner fails to provide complete pet registration information, or fails to update the registration annually;
>
> The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

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

If an approved pet gives birth to a litter, the resident must remove all pets from the premises except one.

Pet rules will not be applied to animals that assist, support or provide service to persons with disabilities.

Persons with Disabilities

To be excluded from the pet policy, the resident/pet owner must state:

That there is a person with disabilities in the household;
That there must be a relationship between the requested accommodation and the person's disability.

Types of Pets Allowed

No types of pets other than the following may be kept by a resident.

Tenants are permitted to have more than one *type* of pet, except for categories 1 and 2.

1. Dogs

   Maximum number: one
   Maximum adult weight: 25 pounds
   Must be housebroken.
   Must be spayed or neutered.
   Must have all required inoculations.
   Must be continually licensed as specified by State law and local ordinance.

2. Cats

   Must be spayed or neutered.
   Must have all required inoculations.
   Must be trained to use a litter box or other waste receptacle.
   Must be continually licensed as specified by State law or local ordinance.

3. Birds

   Maximum number: two
   Must be enclosed in a cage at all times.

4. Fish

   Maximum aquarium size: 20 gallons
   Must have insurance to cover water damage.
   Must be maintained on an approved stand.

5. Rodents (Rabbit, guinea pig, hamster, or gerbil ONLY)

   Maximum number: one
   Must be enclosed in an acceptable cage at all times.
   Must be kept current in inoculations as specified by State law or local ordinance.

6. Turtles

Maximum number: one
Must be enclosed in an acceptable cage or container at all times.

C. PETS TEMPORARILY ON THE PREMISES

Pets that are not owned by a tenant will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the PHA.

State or local laws governing pets temporarily in dwelling accommodations shall prevail.

D. ADDITIONAL FEES AND DEPOSITS FOR PETS

The PHA will charge a refundable Pet Deposit of $200 for each dog or cat and require insurance for fish tanks. This Pet Deposit is intended to cover additional costs not otherwise covered.

Residents with pets prior to the change in the amount of the Pet Deposit will not be required to increase their Pet Deposits.

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.

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.

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.

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:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the project.

Pet Deposits are not a part of rent payable by the resident**.**

E. ALTERATIONS TO UNIT

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.

F. PET WASTE REMOVAL CHARGE

Pet deposit and pet waste removal charges are not part of rent payable by the resident.

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:

The cost of repairs and replacements to the dwelling unit;

Fumigation of the dwelling unit.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount that exceeds the pet deposit.

The pet deposit will be refunded when the resident moves out or no longer has a pet on the premises, whichever occurs first.

The expense of flea de-infestation shall be the responsibility of the resident**.**

G. PET AREA RESTRICTIONS

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.

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.

H. NOISE

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**.**

I. CLEANLINESS REQUIREMENTS

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.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit**.**

Removal of Waste from Other Locations. The Resident/Pet Owner shall be responsible for the removal of waste immediately from the exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin.

Any unit occupied by a dog, cat, or rodent will be fumigated at the time the unit is vacated and the cost deducted from the pet deposit.

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.

J. PET CARE

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

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.

K. RESPONSIBLE PARTIES

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.

L. INSPECTIONS

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

The PHA may enter and inspect the unit only if a written complaint is received alleging that the conduct or condition of the pet in the unit constitutes a nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.

M. PET RULE VIOLATION NOTICE

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.

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:

> That the resident/pet owner has five days from the effective date of the service of the notice to correct the violation or make written request for a meeting to discuss the violation;
>
> That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
>
> 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.

N. NOTICE FOR PET REMOVAL

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.

The Notice shall contain:

> A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated;
>
> The requirement that the resident /pet owner must remove the pet within five days of the notice; and
>
> A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

O. TERMINATION OF TENANCY

The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:

> The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and
>
> The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

P. PET REMOVAL

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. In addition, pets that are poorly cared for or have been left unattended for over 72 hours will be removed.

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.

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.

Q. EMERGENCIES

The PHA will take all necessary steps to ensure 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.

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.

Chapter 12

REEXAMINATIONS

[24 CFR 5.613, 24 CFR 5.615, 24 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 income, assets, and household composition. This Chapter defines the PHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

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

Qualify as a family, as defined in this policy;

Are in full compliance with the obligations and responsibilities described in the dwelling lease;

Whose family members, 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;

Whose family members have submitted required citizenship/eligible immigration status/noncontending documents.

Attend all scheduled interview/conference appointments. The family may reschedule interview/conference appointments in advance once, but if the family fails to attend the rescheduled interview/conference appointment, the family's lease will be terminated. However, an exception may be made for documented family emergencies.

B. ANNUAL REEXAMINATION

The terms *annual recertification* and *annual reexamination* are synonymous.

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

Families who choose flat 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.)

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.)

When families move to another dwelling unit:

> An annual recertification will be conducted (unless a recertification has occurred 120 days or less prior to the move-in date) and the anniversary date will be changed.

Reexamination Notice to the Family

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 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.

The notification shall explain the 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.

> The family will indicate whether the family chooses income-based or flat rent by checking the appropriate box on the document, signing the document, and returning the document to the PHA.
>
> The family may call the PHA indicating whether the family chooses income-based or flat rent.
>
> If the family chooses flat rent, no reexamination appointment will be necessary.

Methodology

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:

> If the PHA is doing face-to-face interviews, the PHA will notify the family of the date and time of the interview appointment. However, the PHA may conduct its recertifications through the mail.

Persons with Disabilities

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

Collection of Information

The family is required to complete a *Personal Declaration Form* prior to all annual and interim recertification interviews.

Requirements to Attend

When the PHA determines it necessary to have a face-to-face interview, the following family members will be required to attend the recertification interview and sign the application for continued occupancy:

The head of household and/or spouse.

If the head of household and/or spouse is unable to attend the interview:

The appointment will be rescheduled.

Failure to Respond to Notification to Recertify

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to three days prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the PHA, the PHA will not reschedule a second appointment.

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.

The housing representative may give an exception to this policy, if the family is able to document an emergency situation that prevented it from canceling or attending the appointment**.**

Documents Required from the Family

In the notification letter to the family, the PHA will include instructions for the family to bring the following:

Documentation of income for all family members.

Documentation of liquid and non-liquid assets.

Documentation to substantiate any deductions or allowances.

Personal Declaration form completed by head of household.

Documentation to verify compliance with community service by all non-exempt adults.

Verification of Information

All information, which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 120 days old. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

The continued eligibility of the resident as a *family*, or as the *remaining member* of a family;

The unit size required by the family;

The amount of rent the family should pay.

Changes in the Tenant Rent

If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued [24 CFR 966.4(c)].

Tenant Rent Increases

If tenant rent increases, a reasonable advance notice will be mailed to the family prior to the anniversary date, unless the delay was due to the action or inaction of the family.

If reasonable advance notice is not possible through no fault of the tenant, the tenant rent increase will be effective on the first of the second month following the notice.

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

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the 1st of the month following the reported and verified change.

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.

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

Families must report all changes in household composition to the PHA between annual reexaminations. This includes additions due to birth, adoption, return of minor or disabled children to the household, and court-awarded custody. The family must obtain PHA approval prior to all other additions to the household.

When there is a change in head of household or a new adult family member is added, the PHA will complete an application for continued occupancy and reverify, using the same procedures the PHA staff would use for an annual reexamination, except for effective dates of changes. In such case, the Interim Reexamination Policy would be used.

Other than the aforementioned additions, the family is limited to no more than a total of two people added in a 12-month period. In addition, all adult additions must have current income and a steady income history for the previous 12 months. If employed, they must be currently employed and have worked at least 32 hours per week for the previous 12 months. No additions, except for the aforementioned categories, may be added if the unit will be overcrowded and the family will not be eligible to transfer to a larger unit.

Family Request for Interim Reexamination

The PHA will conduct an interim reexamination upon family request.

Increases in Income to Be Reported

Families paying flat rent are not required to report any increases in income or assets.

Families choosing income-based rent must report all increases in income/assets of all household members to the PHA in writing within 14 calendar days of the occurrence.

Increases in Income and Rent Adjustments

The PHA will process applicable rent adjustments whenever there are additions to the household. An interim rent adjustment will not be conducted upon income increase, unless there is a pattern of an income declining just before an annual reexamination and

then increasing again right after the annual reexamination is completed.

Rent increases (except those due to misrepresentation or the action or inaction of the family) require a 20-day advance notice.

Decreases in Income and Rent Adjustments

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions, that would reduce the amount of the total tenant payment.

The PHA will process rent adjustments whenever there is a decrease in income that will result in a rent reduction of $1 or more.

D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The PHA will not reduce the public housing rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in welfare benefits due to:

Fraud by a family member in connection with the welfare program; or

Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program

A "specified welfare benefit reduction" does not include a reduction of welfare benefits due to:

The expiration of a lifetime limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Noncompliance with other welfare agency requirements.

Definition of "Covered Family":

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

Definition of "Imputed Welfare Income":

"The amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for purposes of determining rent."

The amount of imputed welfare income is determined by the PHA, based on written information supplied to the PHA by the welfare agency, including:

The amount of the benefit reduction.

The term of the benefit reduction.

The reason for the reduction.

Subsequent changes in the term or amount of benefit reduction.

Imputed welfare income will be included at annual and interim reexaminations during the term of reduction of welfare benefits.

The amount of imputed welfare income will be offset by the amount of additional income a family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed income will be reduced to zero.

If the family was not an assisted resident of public housing when the welfare sanction began, imputed welfare income will not be included in annual income.

Verification Before Denying a Request to Reduce Rent

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

The PHA will rely on the welfare agency's written notice to the PHA regarding welfare sanctions.

Cooperation Agreements

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

The PHA has taken a proactive approach to culminating an effective working relationship between the PHA and the local welfare agency for the purpose of targeting economic self- sufficiency programs throughout the community that are available to public housing residents.

The PHA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income and the PHA denies the family's request to modify the amount, the PHA will provide the tenant with a notice of denial, which will include:

> An explanation for the PHA's determination of the amount of imputed welfare income.
>
> A statement that the tenant may request a grievance hearing.

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

An interim reexamination does not affect the date of the annual recertification.

Families with zero or minimal income must complete and return every 30 days a form indicating how they are meeting their needs, along with the expenditure receipts for the 30-day period.

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.

PHA Errors

If the PHA makes a calculation error at admission to the program or at an annual or interim reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively. If the PHA has made a calculation error in favor of the PHA, the family will receive a rent adjustment back to the family's previous annual reexamination, if appropriate.

F. TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS

Standard for Timely Reporting of Changes

The PHA requires that families report interim changes to the PHA within 14 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 **three** working days of the change.

An exception will be made for TANF recipients who obtain employment. In such cases, families will have to submit a report within 14 days of receipt of the Notice of Action from TANF documentation that shows the full adjustment for employment income.

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.

Procedures When the Change is Reported in a Timely Manner

The PHA will notify the family of any changes, with the exception of tenant action, inaction, or misrepresentation, in Tenant Rent to be effective according to the following guidelines:

> Increases in the Tenant Rent are effective on the first of the month following at least 30-days notice.
>
> Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported.

Procedures When the Change Is Not Reported by the Tenant in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

> **Increase in Tenant Rent** will be effective retroactive to the 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.
>
> **Decrease in Tenant Rent** will be effective on the first of the month following completion of processing by the PHA and not retroactively.

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

"Processed in a timely manner," means that the change goes into effect on the date it should, when the family reports the change in a timely manner. If the change cannot be made effective on that date, the PHA does not process the change in a timely manner.

Therefore, an increase will be effective after the required reasonable advance notice prior to the first of the month after completion of processing by the PHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

G. REPORTING OF CHANGES IN FAMILY COMPOSITION

The members of the family residing in the unit must be approved by the PHA. The family must inform the PHA and request approval of additional family members, other than additions due to birth, adoption, return of minor or dependent children to the household, or court-awarded custody, before the new member occupies the unit.

The PHA will not approve the addition of family members, other than by birth, adoption, return of minor or dependent children, or court-awarded custody, where the occupancy standards would require a larger size unit. The PHA will not approve more than a total of two people added in a 12-month period, unless the addition is due to the aforementioned categories, or a live-in aide. The PHA will not approve the addition of an adult to the household unless the adult has income and steady income for the last 12 months. If working, the adult must be currently working and have worked at least 32 hours per week for the past 12 months. The PHA may grant an exception to this standard for close blood relatives of the head of household or spouse if there is a documented hardship, but not if the addition will overcrowd the unit.

All changes in family composition must be reported within 14 working days of the occurrence in writing.

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.

Increase in Family Size

The PHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

Return of minor or disabled child to the household.

Addition of a PHA-approved live-in attendant.

Addition due to birth, adoption or court-awarded custody.

Families who need a larger sized unit because of the above additions will have a lower priority on the Transfer List than other families who are required to change unit size and a lower priority than eligible families on the waiting list.

If a change due to birth, adoption, court-awarded custody, return of minor or disabled child to the household or a live-in attendant requires a larger-sized unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.

Definition of "Temporarily/Permanently Absent"

The PHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse 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) are counted as income.

It is the responsibility of the head of household to report changes in family composition. The PHA will evaluate absences from the unit in accordance with this policy.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the PHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify the PHA before they move out of a unit, in accordance with the lease, and to give the PHA information about any family absence from the unit.

Families must notify the PHA if they are going to be absent from the unit for more than 15 consecutive days. A person with a disability may request an extension of time as an accommodation.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the PHA may:

Conduct a home visit.

Write letters to the family at the unit.

Post letters on exterior door.

Telephone the family at the unit.

Interview neighbors.

Verify if utilities are in service.

Check with Post Office for a forwarding address.

Contact emergency contact.

If the entire family is absent from the unit, without PHA permission, for more than 30 consecutive days, the unit will be considered to be vacant and the PHA will terminate tenancy. However, extensions up to 180 consecutive days may be granted when the illness of a family member requires the family to be absent more than 30 consecutive days.

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.

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for six consecutive months in a 12 month period, except as otherwise provided in this Chapter. An employed head, spouse or co-head absent from the unit for more than 180 consecutive days due to employment will continue to be considered a family member.

Absence Due to Medical Reasons

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

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.

Absence Due to Incarceration

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 180 consecutive days. The rent and other charges must remain current during this period. A verification of the reason for incarceration is required and if incarceration is a result of prohibited activities, immediate action will be taken to terminate the lease.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than six months from the date of removal of the child(ren), the family will be required to move to a smaller sized unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the PHA's occupancy guidelines.

Absence of Adult

If an appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period when both parents are absent, the PHA will treat that adult as a visitor for the first 14 calendar days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the lease will be transferred to the caretaker.

If the court has not awarded custody or legal guardianship, but the action is in process, the PHA will secure verification from social services staff or the attorney as to the status.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

The PHA will transfer the lease to the caretaker, in the absence of a court order, if the caretaker qualifies under the Tenant Suitability criteria and has been in the unit for more than six months and it is reasonable to expect that custody will be granted.

When the PHA approves a person to reside in the unit as caretaker for the child(ren), the income of the caretaker should be counted, pending a final disposition. The PHA will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 180 days, the person will be considered permanently absent.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full time students who attend school away from the home will be treated in the following manner:

> A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may in certain circumstances, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.
>
> Students going to a public/private elementary or high school and/or living with family or friends (refer to shared custody) or students who have established separate households as indicated by one-year lease agreements must be considered permanently absent.

Visitors (See Chapter on Leasing)

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 unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

Statements from neighbors and/or PHA staff will be considered in making the determination.

The PHA will consider:

Statements from neighbors and/or PHA staff.

Vehicle license plate verification.

Post Office records.

Driver's license verification.

Law enforcement reports.

Credit reports.

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.

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.

Minors and college students who were part of the family, but who now live away from home during the school year and are not considered members of the household, may visit for up to 120 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 50% of the 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

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.

A live-in attendant or foster child will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

The court has to have awarded emancipated minor status to the minor, or he/she is legally married; or

The PHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

I. CHANGES IN UNIT SIZE

The PHA shall grant exceptions from the occupancy standards, if the family requests and the PHA determines the exceptions are justified, according to this policy.

The PHA will not assign a larger bedroom size due to additions of family members other than by birth, adoption, return of minor or disabled children to the household, or court-awarded custody.

The PHA will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested.

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

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance, if they meet the following criteria:

> The head of household, co-head or spouse is a U.S. citizen, or has eligible immigrant status; AND
>
> 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.

Mixed families who qualify for continued assistance after 11/29/96, may receive prorated assistance only.

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 (l)(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

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

B. TERMINATION BY PHA

Termination of tenancy will be in accordance with the PHA's lease.

The public housing lease is automatically renewable, EXCEPT the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements. See Chapter on Community Service.

A victim of domestic violence, dating violence, and stalking will not be subject to lease termination for criminal activities, unless the violent acts can be demonstrated by the PHA or manager to pose an actual and imminent threat to other tenants if that tenant is not evicted. The lease agreement may be bifurcated to allow a resident perpetrator to be evicted, while allowing the victim to remain in the unit.

The PHA will immediately terminate program assistance for deceased single member households.

The lease may be terminated by the PHA at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

> Nonpayment of rent or other charges due under the lease, or repeated late payment of rent;
>
> Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;

Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this lease, or permitting its use for any other purposes;

Failure to abide by necessary and reasonable rules made by the PHA for the benefit and well being of the housing project and the Tenants;

Failure to abide by applicable building and housing codes, materially affecting health or safety;

Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or

Violation of the requirement for the Tenant, any member of the Tenant's household, or a guest not to 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 (including Medical Marijuana) (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Any other person under the tenant's control shall not engage in such activity on public housing premises.

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.

Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Non-compliance with Non-Citizen Rule requirements.

Failure of a family member to comply with community service provisions, as grounds only for non-renewal of the lease and termination of tenancy at the end of the 12-month lease term;

Discovery after admission of facts that made the tenant ineligible;

Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;

Failure to accept the PHA's offer of a lease revision to an existing lease that is on a form adopted by the PHA in accordance with HUD regulations, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.

Other good cause**.**

C. NOTIFICATION REQUIREMENTS

The PHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Chapter on Complaints, Grievances and Hearings.)

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household or sent by first class mail properly addressed to the tenant, return receipt requested.

The return of the certified mail receipt, whether signed or unsigned, shall be considered to be proof that the resident received proper notification.

Disclosure of Criminal Records to Family

Before the PHA terminates the lease based on a criminal conviction record, the tenant and subject of record will be provided information regarding his/her criminal record. Tenants may dispute the accuracy and relevance of that record at the grievance hearing or court hearing.

Timing of the Notice

If the PHA terminates the lease, written notice will be given as follows:

At least 14 calendar days prior to termination in the case of failure to pay rent;

A reasonable time, according to State law, considering the seriousness of the situation but not to exceed 30 days:

If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or

If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or

If any member of the household has been convicted of a felony.

At least 30 days prior to termination in all other cases.

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.

Criminal Activity

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.

The PHA will terminate assistance of participants in cases where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The PHA will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous 12 months.

"Engaged in or engaging in or recent history of" drug related criminal activity means any act within the past five years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past five 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.

The PHA will not waive this policy.

D. RECORD KEEPING

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:

Name of resident, number and identification of unit occupied;

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;

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

Date and method of notifying the resident;

Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

Records for persons whose leases were terminated for any reason will be kept by the PHA indefinitely**.**

E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

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, without the permission of the PHA, the family's lease will be terminated for allowing an unauthorized person to reside in the unit. 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.

RESERVED

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

The PHA will respond promptly to all complaints**.**

Each complaint regarding physical condition of the units may be reported by phone to the Property Manager.

Complaints from families. If a family disagrees with an action or inaction of the PHA, complaints will be referred to the Property Manager. Complaints regarding physical condition of the units may be reported by phone to the Property Management Supervisor.

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 Chief.

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 Chief, designee or Fraud Hotline.

Anonymous complaints will be checked whenever possible.

B. APPEALS BY APPLICANTS

Applicants who are determined ineligible, who do not meet the PHA's admission standards, or where the PHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing.

Applicants must submit their request for an informal hearing in writing to the PHA within 14 working days from the date of the notification of their ineligibility.

If the applicant requests an informal hearing, the PHA will provide an informal hearing within 30 working days of receiving the request. The PHA will notify the applicant of the place, date, and time.

Informal hearings will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence s/he wishes and the evidence along with the data compiled by the PHA will be considered by the hearing officer.

Within 30 working days, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedures for Public Housing tenants do not apply to PHA determinations that affect applicants.

C. APPEALS BY TENANTS

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"

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the PHA hearing is pending but assistance to an applicant may be delayed pending the PHA hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the PHA notifies the applicant or tenant within 10 days of their right to appeal to the INS within 30 days or to request an informal hearing with the PHA, either in lieu of, or subsequent to the INS appeal.

If the family appeals to the INS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a PHA hearing must be made within 14 days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 14 days of receipt of that notice.

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:

Deny the applicant family.

Terminate the participant.

If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible, or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above), the family is entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

E. GRIEVANCE PROCEDURES

See the Public Housing Lease Attachment B.

Definitions

Grievance. Any dispute which a tenant may have with respect to a Housing Authority action or failure to act in accordance with the individual tenant's lease or PHA regulations that adversely affect the individual tenant's rights, duties, welfare, or status.

Complainant. Any tenant whose grievance is presented to the PHA or at the site management office informally, or as part of the informal hearing process.

Hearing Officer/Hearing Panel. A person or persons selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

Tenant. A lessee or the remaining head of household of any tenant family residing in housing accommodations owned or leased by the PHA.

Elements of Due Process. An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required.

Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

Opportunity for the tenant to examine all relevant documents, records, and regulations of the PHA prior to the trial for the purpose of preparing a defense;

Right of the tenant to be represented by counsel;

Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;

A decision on the merits of the case.

Applicability

This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees; or

Any violent or drug-related criminal activity *on* or *off* such premises; or

Any criminal activity that resulted in felony conviction of a household member.

Chapter 15

FAMILY DEBTS TO THE PHA

INTRODUCTION

This Chapter describes the PHA's policies for the recovery of monies, which 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 hearing 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;

Income tax set-off programs;

A. PAYMENT AGREEMENT FOR FAMILIES

A Payment Agreement as used in this Plan is a document entered into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

The maximum length of time the PHA will enter into a payment agreement with a family is one year. However, if the payment plan is not affordable to the family, the Chief may grant extensions of longer duration.

Late Payments

A payment will be considered to be in arrears if:

> The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment agreement is in arrears, the PHA will:

> Require the family to pay the balance in full.

If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears:

> The family will be required to pay the balance in full prior to the unit transfer**.**

Payment Schedule for Monies Owed to the PHA

Initial Payment Due will be 10% of the total amount owed.

There are some circumstances in which the PHA will not enter into a payment agreement. They are:

> If the family already has a payment agreement in place.
>
> If the PHA determines that the family has committed program fraud or failed to provide true and complete information
>
> If the PHA determines that the debt, due to fraud or failure to report income, is so large that it would take more than one year to repay.

Guidelines for Payment Agreements

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

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Chief.

No transfer will be approved until the debt is paid in full unless the transfer is the result of the following causes, and the payment agreement is current:

> Family size exceeds the maximum occupancy guidelines.
>
> A natural disaster.

Additional Monies Owed

If the family has a payment agreement in place and incurs an additional debt to the PHA:

The PHA will not enter into more than one payment agreement at a time with the same family.

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

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

Non-reporting of information is the failure to fully and/or accurately report true and complete information regardless of whether this failure was deliberate.

Family Error/Late Reporting

Families who owe money to the PHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Section of this Chapter.

Program Fraud

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.

If a family owes an amount, which equals or exceeds $5,000 as a result of program fraud, the lease will be terminated and the case will be referred to the Inspector General. Where appropriate, the PHA will refer the case for criminal prosecution.

Payment Procedures for Program Fraud

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

The maximum time period for a payment agreement will be 12 months.

The PHA may take terminate the family’s lease as a result of fraud

C. WRITING OFF DEBTS

Debts may be written off by the Director of HCD when determined uncollectable. In determining whether a debt is uncollectable several factors will be considered including the following:

Whether the debtor's whereabouts are unknown and the debt is more than one year old.

Whether the debtor is judgment proof.

Whether the debtor is deceased.

The debtor is confined to an institution indefinitely.

The amount is less than $250 and the debtor cannot be located.

However, the PHA will maintain records of the debt until paid and the family is ineligible to receive assistance in any Federally funded housing program while the debt remains.

Chapter 16

COMMUNITY SERVICE

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

INTRODUCTION

A. REQUIREMENT

Each adult resident of the PHA shall:

Contribute eight hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for eight hours per month; or

Perform eight hours per month of combined activities (community service and economic self-sufficiency program)

B. EXEMPTIONS

The PHA shall provide an exemption from the community service requirement for any individual who:

Is 62 years of age or older;

Is a blind or disabled individual, as defined under section 216[i][l] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;

Is engaged in a work activity as defined in section 407[d] of the Social Security Act;

Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

> Is in a family receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

The PHA will re-verify exemption status annually, except in the case of an individual who is 62 years of age or older.

The PHA will permit residents to change exemption status during the year if status changes.

C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by HUD as: Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.

These economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

In addition to the HUD definition above, the PHA definition includes any of the following:

> Participating in the Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan.
>
> Participating in the Family Self-Sufficiency Program and attending at least three FSS events annually.
>
> Other activities as approved by the PHA on a case-by-case basis.

The PHA will give residents the greatest choice possible in identifying community service opportunities.

The PHA will consider a broad range of self-sufficiency opportunities.

D. ANNUAL DETERMINATIONS

For each public housing resident subject to the requirement of community service, the PHA shall, at least 30 days before the expiration of each lease term, review and determine the compliance of the resident with the community service requirement.

Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

The PHA will verify compliance annually. If qualifying activities are administered by an organization other than the PHA, the PHA will obtain verification of family compliance from such third parties.

Family members will not be permitted to self-certify that they have complied with community service requirements.

E. NONCOMPLIANCE

If the PHA determines that a resident subject to the community service requirement has not complied with the requirement, the PHA shall notify the resident of such noncompliance, and that:

> The determination of noncompliance is subject to the administrative grievance procedure under the PHA's Grievance Procedures; and
>
> Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed; and
>
> The PHA may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the PHA enters into an agreement with the resident before the expiration of the lease term, providing for the resident to cure any noncompliance with the community service requirement by participating in an economic self-sufficiency program for, or contributing to, community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.
>
> The head of household and the noncompliant adult must sign the agreement to cure.

Ineligibility for Occupancy for Noncompliance

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

F. PHA RESPONSIBILITY

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

The PHA will ensure that:

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

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

The work is not otherwise unacceptable.

G. PHA IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT

The PHA will administer its own community service program, with cooperative relationships with other entities.

Chapter 17

PROGRAM REVIEW ADDENDUM

INTRODUCTION

The U.S. Department of Housing and Urban Development (HUD) conservatively estimates that 600 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible or are receiving benefits that exceed their legal entitlement. The PHA is committed to assure that the proper level of benefits is paid to all tenants and that housing resources reach only income-eligible families so that program integrity can be maintained.

The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the PHA's policies for the prevention, detection and investigation of program abuse and tenant fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the PHA undertake an inquiry or an audit of a tenant family arbitrarily. The PHA's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. The PHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHA has a responsibility to HUD, the community, and to eligible families in need of housing assistance to monitor tenants for compliance with their lease obligations and, when indicators of possible abuse come to the PHA' s attention, to investigate such claims.

The PHA will initiate an investigation of a tenant family only in the event of one or more of the following circumstances:

> Referrals, Complaints, or Tips. The PHA will follow up on referrals received by mail, by telephone, or in person from other agencies, companies, or persons alleging that a tenant family is in noncompliance with or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the tenant file.
>
> Internal File Review. A follow-up will be made if PHA staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review) information or facts that conflict with previous file data, the PHA's knowledge of the family, or statements made by the family.

Verification or Documentation. A follow-up will be made if the PHA receives independent verification or documentation that conflicts with representations in the tenant file (such as public record information or reports from credit bureaus or other agencies).

B. STEPS THE PHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, noncompliance, and willful violations of program rules by applicants and tenant families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant families.

Things You Should Know (HUD-1140-OIG). This program integrity bulletin (created by HUD's inspector general) will be furnished and explained to all applicants to promote understanding of program rules and to clarify the PHA's expectations for cooperation and compliance.

Program Orientation Session. Mandatory orientation sessions will be conducted by the site manager for all prospective tenants either prior to or upon execution of the lease. At the conclusion of all program orientation sessions, the family representative will be required to sign a program-briefing certificate to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. The PHA may routinely provide tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and Explanation of Forms. Staff may explain all required forms and review the contents of all (re)certification documents prior to signature.

Use of Instructive Signs and Warnings. Instructive signs may be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

Tenant Certification. All family representatives will be required to sign a tenant certification form.

C. STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The PHA Staff will maintain a high level of alertness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification and at the completion of all subsequent recertifications, each tenant file will be reviewed. At a minimum, such reviews shall examine:

Changes in reported Social Security numbers or dates of birth

Authenticity of file documents

Ratio between reported income and expenditures

Consistency of signatures with previously signed file documents

Observation. The PHA management and occupancy staff (to include maintenance personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins. These bulletins may be reviewed by management and staff.

State Wage Data Record Keepers. Inquiries to state wage and employment record-keeping agencies, as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

Credit Bureau Inquiries. Credit bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

At the time of final eligibility determination

When an allegation is received by the PHA wherein unreported income sources are disclosed.

When a tenant's expenditures exceed his/her reported income and no plausible explanation is given.

D. THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The PHA staff will encourage all tenant families to report suspected abuse to the Program Review Division. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant file. All allegations, complaints, and tips will be carefully evaluated to determine whether they warrant follow-up. Program Review will not follow up on allegations that are vague or otherwise non-specific. They will only review allegations that contain one or more independently verifiable fact(s).

File Review. An internal file review will be conducted to determine if the subject of the allegation is a tenant of the PHA and, if so, whether the information reported has been previously disclosed by the family. The PHA will then determine whether it is the most appropriate authority to do a follow-up (as compared to police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there are facts contained in the allegation that conflict with file data and that are independently verifiable, the Housing Specialist will initiate an investigation to determine if the allegation is true or false.

E. HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the PHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include the items listed below. In all cases, the PHA will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a credit bureau inquiry may be made to determine whether the financial activity of a family conflicts with the family's reported income.

Verification of Credit. In cases where the financial activity conflicts with file data, a verification of credit form may be mailed to the creditor to determine the source of unreported income.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

Witnesses. Neighbors and/or other witnesses who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review may be interviewed.

Other Agencies. Investigators, caseworkers, or representatives of other benefit agencies may be contacted.

Public Records. The PHA will review any relevant public records kept in a jurisdictional courthouse. Examples of public records that may be checked are real estate records, marriage and divorce records, uniform commercial code financing statements, voter registration rolls, judgments, court or police records, state wage records, utility records, and postal records.

Interviews with Head of Household or Family Members. The PHA will discuss the allegation (or details thereof) with the head of household or family members by scheduling appointments at the appropriate PHA office. A high standard of courtesy and professionalism will be maintained by the PHA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusations, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

F. PLACEMENT OF DOCUMENTS, EVIDENCE, AND STATEMENTS OBTAINED BY THE PHA

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product" and will be kept either in the tenant file or in a separate "work file." In either case, the tenant file or work file will be kept in a secure area. Such cases under review will be discussed only among PHA staff who are involved in the process or have information that may assist in the investigation.

G. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the executive director or designee. It will then be determined whether the facts are conclusive and, if so, whether a violation has or has not occurred.

H. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

What type of violation has occurred (procedural noncompliance or fraud).

Whether the violation was intentional or unintentional.

What amount of money (if any) is owed by the tenant.

Whether the family is eligible for continued occupancy.

I. ACTION PROCEDURES FOR VIOLATIONS THAT HAVE BEEN DOCUMENTED

Once a program violation has been documented, the PHA will propose the most appropriate remedy based upon the type and severity of the violation.

Procedural Noncompliance

This category applies when the tenant "fails to" observe a procedure or requirement of the PHA but does not misrepresent a material fact and there is no retroactive rent owed by the family. Examples of noncompliance violations are:

Failure to appear at a prescheduled appointment.

Failure to return verification in the time period specified by the PHA.

Warning Notice to the Family. In such cases a notice containing the following will be sent to the family:

A description of the noncompliance and the procedure, policy, or obligation that was violated.

The date by which the violation must be corrected or the procedure complied with.

The action that will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA.

The consequences of repeated (similar) violations.

Procedural Noncompliance - Retroactive Rent

When the tenant owes money to the PHA for failure to report changes in income or assets, the PHA will issue a notice of underpaid rent. This notice will contain the following:

A description of the violation and the date(s).

Any amounts owed to the PHA.

The number of days within which a response must be received.

Acknowledgment of the tenant's right to disagree and to request an informal hearing, along with instructions for requesting such a hearing.

Tenant Fails to Comply with PHA's Notice. If the tenant fails to comply with the PHA's notice and a material provision of the lease has been violated, the PHA will initiate termination of tenancy.

Tenant Complies with PHA's Notice. When a tenant complies with the PHA's notice the staff person responsible will meet with him/her to explain and discuss the obligation or lease provision that was violated. The staff person will complete a tenant counseling report, give one copy to the family, and retain a copy in the tenant file.

Intentional Misrepresentations

When a tenant falsifies, misstates, omits, or otherwise misrepresents a material fact that results (or would result) in an underpayment of rent by the tenant, the PHA will evaluate whether or not:

The tenant had knowledge that his/her actions were wrong.

The tenant willfully violated the lease or the law.

Knowledge. This will be evaluated by determining whether the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certifications, the briefing certificate, and the personal declaration are adequate to establish knowledge of wrongdoing.

Willful Intent. Any of the following circumstances will be considered adequate to demonstrate willful intent:

An admission by the tenant of the misrepresentation.

Repetition of the misrepresentation.

Use of a false name or Social Security number.

Admission of the illegal action or omission by the tenant to others.

Omission of material facts known to the tenant (e.g., employment of the tenant or other household member).

Falsification, forgery, or altering of documents.

Uttering and certifying to statements at a rent (re)determination that are later independently verified to be false.

The Tenant Conference for Serious Violations and Misrepresentations

When the PHA has established that a material misrepresentation has occurred, a tenant conference will be scheduled with the family representative and the PHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by the PHA. The purpose of such a conference is to review the information and evidence obtained by the PHA with the tenant, and to give the tenant an opportunity to explain any document findings that conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by the PHA. The tenant will be given 14 days to furnish any mitigating evidence.

A secondary purpose of the tenant conference is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHA may consider:

The duration of the violation.

The number of false statements.

The tenant's ability to understand the rules.

The tenant's willingness to cooperate and to accept responsibility for his/her actions.

The amount of money involved.

The tenant's history.

The presence or absence of criminal intent.

Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, the PHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

Criminal Prosecution: If the PHA has established criminal intent and the case meets the criteria for prosecution, the PHA may:

Refer the case to the local state or district attorney, notify HUD's regional inspector general for investigation (RIGI), and terminate rental assistance.

Administrative Remedies: The PHA may:

Terminate tenancy and demand restitution in full.

Terminate tenancy and execute an administrative repayment agreement in accordance with the PHA's repayment policy.

Terminate tenancy and pursue restitution through civil litigation.

Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with the PHA's repayment policy.

Notification to Tenant of Proposed Action

The PHA will notify the tenant of the proposed action by certified mail, with a return receipt, no later than 30 days after the tenant conference.

RESERVED

GLOSSARY

I. TERMS USED IN DETERMINING RENT

ANNUAL INCOME (24 CFR 5.609)

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

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

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

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

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

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

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

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

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

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

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

EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)

Annual income does not include the following:

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

Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone). Kinship care payments are considered equivalent to foster care payments and are also excluded from annual income [Notice PIH 2008-40].

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

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

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

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

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

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

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

Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred for items

such as special equipment, clothing, transportation and childcare, to allow participation in a specific program.

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

Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.

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

Medicare prescription drug subsidy.

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

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

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

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

> Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.
>
> Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of

such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.

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

Deferred periodic payments from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts. Additionally, any deferred disability benefits that are received in a lump sum or in prospective monthly amounts from the Department of Veterans Affairs are to be excluded from annual income [FR Notice 11/24/08].

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

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

Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.

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

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

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

The Retired Senior Volunteer Program (RSVP)

Foster Grandparent Program (FGP)

Senior Companion Program (SCP)

Older American Committee Service Program

National Volunteer Antipoverty Programs such as:

VISTA

Peace Corps

Service Learning Program

Special Volunteer Programs

Small Business Administration Programs such as:

National Volunteer Program to Assist Small Businesses

Service Corps of Retired Executives

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

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

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

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

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

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

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

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

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

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

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

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

ADJUSTED INCOME

Annual income, less allowable HUD deductions.

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

All Families are eligible for the following:

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

Dependent Deduction. An exemption of $480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under 18 years of age or who is 18 years of age or older and disabled, handicapped, or a full-time student.

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

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

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

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

For Elderly and Disabled Families Only:

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

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

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

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

II. GLOSSARY OF HOUSING TERMS

ACCESSIBLE DWELLING UNITS. When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

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

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

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

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

ALLOCATION PLAN. The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by elderly families or disabled families.

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

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

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

ASSETS. (See Net Family Assets.)

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

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

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

COVERED FAMILIES. The statutory term "covered families" designates the universe of families who are required to participate in a welfare agency economic self-sufficiency program and may, therefore, be the subject of a welfare benefit sanction for noncompliance with this obligation. "Covered families" means families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

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

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

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

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

DISABLED PERSON. See Person with Disabilities.

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

DISALLOWANCE. Exclusion from annual income.

DISPLACED FAMILY. A family in which each member, or whose sole member, is a person displaced by governmental action, or a person 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.

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

DRUG-RELATED CRIMINAL ACTIVITY. Term means:

Drug-trafficking; or

Illegal use, or possession for personal use of a controlled substance (including Medical Marijuana) (as defined in section 102 of the Controlled Substances Act (21 U.S.C. § 802)).

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

ECONOMIC SELF-SUFFICIENCY PROGRAM. Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any

other program necessary to ready a participant to work (such as: substance abuse or mental health treatment. Economic self-sufficiency program includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). See the definition of work activities at Sec. 5.603(c). The new definition of the term "economic self-sufficiency program" is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for public housing residents to participate in an economic self-sufficiency program or other eligible activities.

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

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

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

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

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

EXTREMELY LOW-INCOME FAMILY. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

FAMILY. The applicant must qualify as a family as defined by the PHA.

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

> The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
>
> The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

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

FLAT RENT. Rent for a public housing dwelling unit that is based on the market rent. The market rent is the rent charged for comparable units in the private, unassisted rental market at which the PHA could lease the public housing unit after preparation for occupancy.

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

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

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

HANDICAPPED PERSON. [Referred to as a Person with a Disability]. A person having a physical or mental impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that such ability could be improved by more suitable housing conditions.

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

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

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

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

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the Public Housing and Section 8 programs.

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

HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices, or other binding program directives.

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

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

IMPUTED INCOME. Passbook rate times the total cash value of assets, when assets exceed $5,000.

IMPUTED WELFARE INCOME. The amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is, nonetheless, included in the family's annual income. This amount is included in family annual income and, therefore, reflected in the family rental contribution based on this income.

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

INCOME-BASED RENT. The tenant rent paid to the PHA that is based on family income and the PHA rental policies. The PHA uses a percentage of family income or some other reasonable system to set income-based rents. The PHA has broad flexibility in deciding how to set income-based rent for its tenants. However, the income-based tenant rent plus the PHA's allowance for tenant paid utilities may not exceed the "total tenant payment" as determined by a statutory formula.

INCOME FOR ELIGIBILITY. Annual Income.

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

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

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.

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

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

LANDLORD. Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

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

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

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

Is not obligated for the support of the person.

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

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

LOW-INCOME FAMILY. This definition replaces a previous statutory reference. Generally, "low-income" designates a family whose income does not exceed 80 percent of area median income, with certain adjustments.

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

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

MINIMUM RENT. An amount established by the PHA between zero and $50.

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

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

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

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

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

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

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

PERSON WITH DISABILITIES

1. A person who has a disability, as defined in 42 U. S. C. 423, and is determined, under HUD regulations, to have a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
2. A person who has a developmental disability as defined in 42 U.S.C. 6001.
3. An "individual with handicaps", as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities.
4. Does not exclude persons who have AIDS, or conditions arising from AIDS.
5. Does not include a person whose disability is based solely on any drug or alcohol dependence (for low income housing eligibility purposes).

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

PREVIOUSLY UNEMPLOYED. Includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

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

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

QUALIFIED FAMILY. A family residing in public housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within 6 months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local TANF agency and Welfare to Work programs. TANF includes income, benefits and services, such as one time payments, wage subsidies and transportation assistance, as long as the total amount over a six-month period is at least $500.

QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998. The Act which amended the U.S. Housing Act of 1937, and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

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

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

RESIDENCY PREFERENCE. A local preference for admission of persons who reside in a specified geographic area.

RESPONSIBLE ENTITY. For the public housing, Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

SECRETARY. The Secretary of Housing and Urban Development.

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

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

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

Smoking. Inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product in any manner or in any form.

SPECIFIED WELFARE BENEFIT REDUCTION. Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

SPOUSE. The marriage partner of the head of the household.

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

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

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

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

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

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

A Public Housing Project.

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

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

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

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

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

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

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

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

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations, this meant a lower-income family which included eight or more minors. (Term no longer used)

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

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

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

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

WELFARE ASSISTANCE. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments. **"Welfare assistance" means income assistance from Federal or State welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs.** The definition borrows from the Department of Health and Human Services' TANF definition of "assistance" and excludes nonrecurring short-term benefits designed to address individual crisis situations. **For FSS purposes, the following do not constitute welfare assistance: food stamps; emergency rental and utilities assistance; and SSI, SSDI, and Social Security.**

III. GLOSSARY OF TERMS USED IN THE NON-CITIZEN'S RULE

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

CITIZEN. A citizen or national of the United States.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

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

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

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

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

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

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

PHA. A housing authority who operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

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

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

VIOLENCE AGAINST WOMEN ACT (VAWA) Signed into law by President Bush in January 2006, the law places restrictions on denial, eviction, or termination based on violations that are directly related to a family member being the victim of domestic violence, dating violence, or stalking, unless the PHA can demonstrate an actual or imminent threat to other tenants or those employed at or providing service to the property.

RESERVED

HOUSING AUTHORITY COUNTY OF SAN DIEGO

PUBLIC HOUSING LEASE

NAME OF RESIDENT	**BEDROOMS**	**NO. OF PERSONS**

ADDRESS OF HOUSING UNIT	**UNIT NO.**	**LEASE EFFECTIVE DATE**	**MONTHLY RENT**

1. The Housing Authority of the County of San Diego (HACSD) does hereby lease the dwelling unit described above to the following named Resident(s) each of whom has executed this Lease:

Resident_____ Resident_____

Resident_____ Resident_____

This agreement is between HACSD and each named Resident individually and severally. The term "Resident" shall apply to each named party. The named Resident(s) is/are jointly and severally responsible for performance of his/her/their obligations under this Lease including payment of rent.

2. **TERM OF LEASE:** This Lease shall be for a term of one (1) calendar year, and shall be automatically renewed for successive terms of one (1) calendar year, unless HACSD gives notice of its election to not renew the lease because of Resident's failure to comply with community service and self-sufficiency requirements [Paragraph 18(U)], or unless terminated by either party as herein provided.

3. **FAMILY COMPOSITION:** Resident agrees that the persons identified below are the only members of his/her household who will and must reside at the leased premises. No other person shall use this address as a residence or mailing address:

NAMES OF HOUSEHOLD MEMBERS

The family must notify the HACSD in writing within 14 days of the birth, adoption, or court awarded custody of a child. The family must request prior HACSD approval to add any other family member or person as an occupant of the unit. With the prior consent of the HACSD, a foster child or live-in aide may reside in the unit in accordance with the HACSD's policies.

4. PAYMENTS DUE UNDER THE LEASE:

A. **RENT**: Rent is based on information provided by Resident regarding Resident's family composition and income sources. All information must be provided prior to the signing of this Lease, upon changes, and at annual recertification, and will be verified by HACSD. False statements are punishable under Federal Law Section 1001 of Title 18 of the U.S. Code. (Resident has the initial and annual option of a flat rent (market value) or income-based calculated rent) The family has chosen an [ ] income-based rent [ ] flat rent.

RESIDENT RENT: _____

Prorated rent in the amount of $ _____ to cover the period from _____ to _____ is due at the time this Lease is signed. Thereafter, monthly rent is due on the first day of each month. Checks or money orders are to be made payable to the County of San Diego or its designated Management agent. Please refer to the attached House Rules for more information.

B. **SECURITY DEPOSIT**: Resident's security deposit will be $_____, due and payable at the time Resident signs this Lease. HACSD will deduct from the security deposit at the termination of the Lease, those amounts necessary to (a) cure Resident's defaults in payment of rent; (b) clean or repair, except for normal wear and tear, any damages to the premises caused by guests or members of Resident's household; (c) restore, replace, or return personal property or appurtenances, except for normal wear and tear. The balance will be refunded in accordance with California State Law.

C. **MAINTENANCE CHARGES**: Charges shall be assessed for maintenance to repair damage caused by Resident, members of the household, or guests, in excess of ordinary wear and tear. Such charges shall be due and collectible fourteen (14) days after HACSD or its designee gives Resident written notice of charge. A schedule of charges shall be posted at HACSD area offices and provided in the Resident orientation package; however, work completed by an independent contractor will be charged according to the amount billed to the HACSD. Charges assessed for catastrophic damage incurred by a resident, member of the household, or guest shall be limited to the amount of HACSD insurance deductible at the time of occurrence (if HACSD's insurance policy covers the loss), or $5,000, whichever is less.

D. **LATE CHARGES**: Rent is delinquent if not received by close of business on the 5th of the month and a $10 late charge will be added to your account. This provision does not create a "grace period" for payment of rental obligations under the terms of this Lease. The late charge shall be due and collectible fourteen (14) days after the HACSD or its designee gives the Resident written notice of charge**.**

E. **ATTORNEY, COURT AND EVICTION COST**: Resident will be charged a fee to cover costs and/or reasonable attorney's fees the court may award whenever HACSD incurs costs and attorney fees in connection with legal proceedings in which the Resident does not prevail in the court action. In the event of an eviction, the Resident gives HACSD permission to remove from the unit and store any personal property left in the unit and to dispose of such property as prescribed by law and agrees that the Resident will be responsible for the actual costs for removing any personal property from the unit, and any other costs directly associated with the eviction.

F. **CREDIT REPORTING AND CREDIT CHECKING**: Resident is notified that a negative credit report reflecting on Resident's credit record may be submitted to credit reporting agencies if Resident fails to fulfill the terms of Resident's credit obligations. If Resident fails to honor all obligations to the HACSD, Resident authorizes the HACSD and HACSD's agents' permission to run credit reports on Resident for debt collection purposes, at any time during or after the tenancy, until the debt has been paid.

5. CHECK REFUSAL: The HACSD reserves the right to refuse payment by personal check if the Resident establishes a history of one (1) check payment returned by the bank for nonsufficient funds. There will be a charge of $25.00 for the first check returned by your bank and $35.00 for any subsequent returned check.

6. UTILITIES, SERVICES AND EQUIPMENT: "R" indicates the utilities/appliances are paid for or provided by the Resident and an "O" indicates the utilities/appliances are paid for or provided by the HACSD. (Circle if utilities are gas or electric).

_____ Trash Collection _____ Electricity _____ Gas _____ Water

_____ Gas/Electric Water Heating _____ Gas/ Electric Heating

_____ Sewer

Equipment Provided by HACSD: _____Gas/Electric Stove _____Refrigerator

7. **REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:** Resident may choose annually between paying an income-based rent or a flat rent.). (Section 3(a) USHA. If the Resident chooses to pay an income-based rent, the HACSD shall re-examine the income and composition of all "income-based" households at least once every twelve (12) months and determine whether the Resident's unit size is still appropriate for the premises described in this lease and to determine whether adjustments in the rent, paid by the Resident, is required by HUD regulations. Residents choosing to pay a "flat rent" shall be re-examined every thirty-six (36) months**.** Resident agrees to furnish accurate information to HACSD as to identity, income, and employment of all persons residing upon leased premises. The Resident shall give the HACSD authorization to verify all information. After consultation with the Resident and upon verification of the information, HACSD shall make appropriate adjustments in the Total Resident Payment and Resident Rent in accordance with HUD regulations. The Resident must comply with provisions in Paragraph 18(C) regarding interim reporting of changes in family composition.

When the HACSD predetermines the amount of rent payable by the Resident, not including determination of the HACSD's schedule of Utility Allowances for families in the HACSD's public housing program, or determines that the Resident must transfer to another unit based on family composition, the HACSD shall notify the Resident that the Resident may ask for an explanation stating the specific grounds of the HACSD determination, and that if the Resident does not agree with the determination, the Resident shall have the right to request a hearing under the HACSD's grievance procedure.

The monthly Total Resident Payment (TTP) cannot be less than the minimum of ZERO dollars ($0).

8. **HACSD TREATMENT OF INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS:** If Resident has a reduction in the family's welfare assistance specifically because of fraud or failure to participate in an economic Self-Sufficiency program or to comply with a work activities requirement the HACSD must not reduce the annual income used to calculate rent of a family residing in public housing because of the welfare assistance reduction. (Section 12, USHA) A reduction in benefits as a result of a lifetime time limit for a family receiving welfare or public assistance benefits shall not be considered a failure to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement.

9. **MISREPRESENTATION:** Where the Resident, intentionally or by mistake, has misrepresented or failed to submit to the HACSD any facts required for the determination of rent, the HACSD may immediately charge and collect as rent the difference between the rent actually paid and the rent which would have been due had the proper information been submitted by the Resident. The HACSD shall also have available in such event, at its option, the remedy of termination as provided in Paragraph 20(B) of this Lease. The revised rent shall be made effective immediately and retroactive to the date of the change. If this Lease is an extension of occupancy by the Resident under prior lease or leases with the HACSD, such amount due under the prior lease or leases may be charged and collected as if the same had occurred hereunder.

10. **RESIDENT'S RIGHT TO USE AND OCCUPANCY:** The Resident shall have the right to exclusive use and occupancy of the leased premises by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests. The term "Guest" means any person invited on the property that is the subject of the lease, this includes persons who come on the premises without an invitation, but whose presence is not opposed by the Resident.

A. Guests of the Resident may be accommodated, in a one-year period, for no longer than a period of two consecutive weeks or 45 days total per guest. Reasonable accommodation of resident's guests

is understood to mean that guests cannot occupy the leased unit for more than one 14-day period in a year. If any visit will extend beyond two weeks, the Resident must notify the HACSD in writing, in advance of the two-week period, stating the reasons for the extended visit. Upon consideration, the HACSD may authorize, but is not obligated to authorize, an extension of time beyond the two-week period. Any such extension must be in writing, signed by an employee and/or agent of the HACSD.

B. Unless otherwise provided for by State law, members of the household, with the written consent of the HACSD, may engage in legal profit making activities in the dwelling unit, where the HACSD determines that such activities are incidental to primary use of the unit for residence by members of the household.

1. The HACSD will disapprove profit making activities involving storage of toxic, flammable or poisonous chemicals on the premises, in violation of State, and local health and safety codes;

2. If they attract large amounts of traffic, or if they generate unacceptable amounts of noise or odors, or create a nuisance.

C. Decision to approve or disapprove will be made on a case-by-case basis.

11. INSPECTIONS:

A. The HACSD and the Resident, or the Resident's representative shall inspect the premises prior to occupancy by the Resident. The HACSD will furnish the Resident with a written statement of the condition of the premises, the dwelling unit, and the equipment provided with the unit. The HACSD and the Resident should sign the statement, and a copy shall be retained by the HACSD in the Resident's folder.

B. At the time the Resident vacates the unit; the HACSD shall inspect the unit and furnish the Resident with a written statement of any charges to be made in accordance with Paragraph 18(Q). The HACSD shall notify the Resident of the inspection, and the Resident and/or Resident's representative may join in such inspection, unless the Resident vacates the premises without prior notice to the HACSD.

C. Resident understands that they may request a pre-move out inspection of the apartment and be present at that inspection. If requested, the inspection should be scheduled with the Manager two weeks before the anticipated move out date. (CA Civil Code 1950.5)

D. An inspection will be conducted each year at recertification. Additional inspections may be conducted to correct deficiencies and/or to meet U.S. Department of Housing and Urban Development regulations. Failure to pass inspections may result in termination of this Lease.

12. SMOKE ALARM: Disconnection of the smoke alarm is not only a safety hazard but is a violation of the Lease Agreement Paragraph 18 and a misdemeanor of California State Law that became effective January 1, 1987. It is Resident's responsibility to notify Landlord if Resident's smoke alarm is not functioning properly. Failure to do so or disconnecting the smoke alarm may result in Resident's liability for damage due to fire and may result in termination of tenancy.

13. DEFECTS HAZARDOUS TO LIFE AND HEALTH:

A. Resident shall immediately report damages to the HACSD.

B. The HACSD shall be responsible for repair of the unit within a reasonable time; provided, that if the damage was caused by Resident, Resident's household, or guests, the reasonable cost of the repairs shall be charged to Resident.

C. The HACSD shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time, but only when HACSD is required by law to do so.

D. Provisions shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling in the event that repairs are not made in accordance with paragraph (B) of this section or alternative accommodations not provided according to paragraph (C) of this Section, except that no abatement of rent shall occur if the Resident rejects the alternative accommodation or if the damage was caused by the Resident, Resident's household, or guests.

14. **ENTRY OF PREMISES DURING TENANCY:** HACSD will have the right to enter the premises as allowed by law which includes entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors, to make an inspection pursuant to subdivision (f) of Section 1950.5, when the Resident has abandoned or surrendered the premises and pursuant to court order. HACSD will serve Resident with written notice before entry unless:

- Entry is due to an emergency, surrender or abandonment of the unit, or
- Resident and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or
- Resident is present and consents to entry at the time of entry, or
- To exhibit the unit to prospective or actual purchasers of the property, provided that Landlord has notified Resident in writing within 120 days of the oral notice that the property is for sale and that Resident may be contacted to allow for an inspection.

Management will leave a written statement in the housing unit giving the date, time and purpose of entry before leaving the premises.

15. **PETS:** There will be no pets allowed unless specifically approved for residents residing on designated housing sites in accordance with HUD regulations. Service animals for the disabled are not considered to be "pets." If approved, an addendum will be attached to this Lease identifying the type and size of the pet and the amount of additional security deposit required.

16. **DISABILITY MODIFICATIONS AND/OR ACCOMMODATIONS:** A disabled person shall for all purposes under this Lease be provided reasonable modifications to the unit and/or reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the dwelling unit equal to a non-disabled person. You may, at any time during your residency, request reasonable modifications to the unit and/or reasonable accommodation of a disabled household member, including reasonable accommodation so that the Resident can meet lease requirements or other requirements of residency.

17. **OBLIGATIONS OF THE HACSD:** Shall be obligated, other than for circumstances beyond its control, as follows:

A. To maintain the premises and the project in a decent, safe, and sanitary condition.

B. To comply with requirements of applicable building codes, housing code, and HUD regulations materially affecting health and safety.

C. To make necessary repairs to the premises within a reasonable time period.

D. To keep project buildings, facilities, and common areas in a clean and safe condition not otherwise assigned to the Resident for maintenance and upkeep.

E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the HACSD.

F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident household) for the deposit of ashes, garbage, rubbish, and other waste removed from the premises, by the Resident, in accordance with paragraph 18(K) of this Lease.

G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year.

H. To properly notify the Resident of the specific grounds for any proposed adverse action by the HACSD and the Resident's right to request a hearing. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Resident to another unit, or imposition of charges for maintenance and repair.)

18. **OBLIGATIONS OF THE RESIDENT:** Resident hereby agrees:

A. To provide complete and accurate information to the HACSD.

B. To notify the HACSD at every re-certification of any change in income, income sources, or family composition.

C. To notify the HACSD of any change in family composition and corresponding change of income, within 14 calendar days. To notify the HACSD of any change (increase or decrease) of income, within 14 calendar days, whether or not associated with a change in household composition.

D. To timely make all rental payments. Rent is due on the 1st day of the month; rent is late on the 6th. Late payment of rent is a violation of the Lease. Landlord may decline to renew Resident's Lease if Resident's payment is late four times within any 12 month period.

E. To comply with mandatory transfer requirements, where the household is over housed or under housed, or the dwelling unit requires substantial rehabilitation, or HACSD has administrative need for the unit, and upon appropriate notice by the HACSD that an appropriate dwelling unit is available.

F. To use the premises solely as a private dwelling for the Resident and the Resident's household except for legal profit making activities with the prior consent of the HACSD as set out in Paragraph 10 of this Lease, **and not to use or permit its use for any other purpose.**

G. To abide by necessary regulations issued by the HACSD for the benefit and well being of the housing project and the Residents. The regulations shall be posted in the HACSD office and are incorporated by reference in this lease. Violation of such regulations constitutes a violation of this lease, provided; however, that any such regulations shall be consistent with the terms of this lease. In the event of a conflict between any such regulations and any provision of this lease, the provision of the lease shall govern.

H. Not to assign the lease or to sublease or transfer possession of the premises.

I. Not to provide accommodations for boarders or lodgers.

J. To keep the premises, adjacent grounds and other such areas as may be assigned to your use in a clean, orderly, and safe condition.

K. To dispose of all, garbage, rubbish, and other waste from the unit in a safe manner.

L. To use only in a reasonable manner, as intended, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances, including elevators supplied or required to be supplied by the HACSD. No clothes washers or dryers may be installed without prior written permission from HACSD. Gas, electric, water and sewer services must be connected during residency.

M. To refrain from, and to cause members of the household and guests to refrain from destroying, defacing, damaging or removing any part of the premises or project.

N. To maintain conduct, and cause household members or guests who are on the premises (whether or not such persons' presence on the premises is then known by you or you are aware of the conduct of such person**(s)**), to conduct themselves in a manner which is legal, orderly, and which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition.

O. To assure that members of the household, or guests, shall not engage in:

   i. Any violent criminal activity, or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the HACSD's premises by other residents, employees, agent and/or contractor for the HACSD, including, on-site property management staff responsible for managing the premises.

   ii. Any drug-related criminal activity on or off such premises: The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (including Medical Marijuana) (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

   iii. Any abuse (or pattern of abuse) of alcohol that the HACSD determines affects the health, safety, or right to peaceful enjoyment of the premises by other residents, employees, agents and/or contractors of the HACSD.

P. To not keep dogs, cats, or other animals (except service animals for the disabled) in or on the premises except in buildings designated as housing for the elderly or specific projects and/or buildings designated by the HACSD for registered pets.

Q. To pay charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities or common areas caused by Resident, Resident's household or guests, or by Resident's failure to report needed repairs, in accordance with a schedule of charges as posted in the HACSD office. Any damage to the premises that is not described in the written report of inspection prior to Resident's occupancy will be presumed to have been caused by Resident.

R. To permit the HACSD, pursuant to the provisions of Paragraph 14, entrance to the premises for the purpose of performing periodic inventories and inspections, routine maintenance or repairs, providing extermination services, or showing the premises for re-leasing.

S. To not use or possess illegal firearms and/or other weapons.

T. To leave the dwelling unit, upon vacating the premises, in ~~a~~ clean condition, normal wear and tear excepted, and to return the keys to the HACSD. Any property left by Resident or Resident's household in or about the premises after Resident vacates will be considered as abandoned and may be disposed of as the HACSD determines in accordance with State law.

U. To comply with the requirement of Community Service and self-sufficiency. (Section 12, USHA)

   i. **Requirement**: Each adult resident shall participate in eight hours per month of either community service (not including political activities), or economic self-sufficiency classes or program. Exemption is provided, subject to specific requirements.

   ii. **Noncompliance:** This Lease shall not be renewed or extended unless Resident enters into an agreement with HACSD, before the expiration date, to cure any noncompliance by participating in an economic self-sufficiency program or contributing to community service as many hours as the resident needs to comply with the requirement of eight hours per month.

V. Restrictions on Alterations:

No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the Resident to make and pay for the modification in accordance with the Fair Housing Act.

W. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

X. To comply with the requirements of HACSD's No Smoking Policy. HACSD's No Smoking Policy applies to all tenants, guests, and service personnel.

19. AUTHORIZED MANAGERS, NOTICES, DEMANDS AND SERVICE OF PROCESS:

A. Except as provided in Paragraph 14, notice to the Resident shall be in writing and delivered to the Resident or to an adult member of the Resident's household residing in the dwelling unit, or sent by prepaid first-class mail, properly addressed to the Resident, or any other method authorized by law.

B. Notice to the HACSD shall be in writing, delivered to the HACSD office or sent by prepaid first-class mail, properly addressed to the HACSD's office and the Property Management Office (see House Rules for address).

C. Notices sent by regular first class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service postage prepaid.

D. The Property Manager whose name, address and phone number is listed on the House Rules is authorized to manage the premises on behalf of the HACSD and is authorized to act on behalf of the HACSD for the purpose of receiving service of process and receiving notices and demands.

E. If the Resident is visually impaired, all notices must be in an accessible format.

20. TERMINATION OF LEASE:

A. Resident may terminate this Lease at any time by giving Management 30 calendar days advance written notice. Failure to provide adequate notice will result in rent charged to the end of the 30-day period or until the unit is re-rented, whichever occurs first.

The HACSD shall not terminate or refuse to renew this Lease other than for serious or repeated failures by a resident to meet his or her obligations under this lease or for failure to comply with any rules or laws pertaining to program eligibility. Serious violations shall include but not be limited to the following:

1. Damage to the premises or other property of the HACSD caused by Resident, Resident's household members or Resident's guests which costs in excess of $500 to repair whether or not the cost is borne by the resident or the HACSD.

2. Failure to pay rent or other charges due under the lease or any judgment against resident and in favor of the HACSD.

3. Any failure by Resident to comply with the requirements of Paragraph 18A through X.

4. Engaging in drug trafficking.

5. Conviction of drug-related activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

6. Fleeing to avoid prosecution or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.

7. Violating a condition of probation or parole imposed under Federal or State law.

8. Confiscation of illegal and/or a controlled substance by a law enforcement officer occurring on or off the premises.

9. Resident's intentional misrepresentation to HACSD or failure to advise HACSD as specified in Paragraph 9 of this Lease.

10. Serious or repeated violations of the lease such as, failure to make payments due under the lease, failure to fulfill household obligations, or other good cause.

B. Repeated violations shall be violations by Resident of any provision of the lease, including rules and regulations incorporated into the lease by reference, and more than twice in any 12 month period. Violations of different provisions of the lease shall be treated the same for purposes of this paragraph as successive violations of the same provision. Continuation of a lease violation shall be considered a new violation each time the HACSD issues a notice of the violation and the period given by that notice to the resident to correct the violation expires.

C. The HACSD shall give written notice of termination of the Lease of:

1. Fourteen calendar days in the form of 14-Day Notice to Terminate Lease Due to Non-payment of Rent in the case of failure to pay rent, followed by three (3) calendar days in the form of 3-Day Notice to Pay Rent or Quit.

2. Three-Day Notice to Quit in the case of any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the HACSD's public housing premises of other Residents or employees of the HACSD. You do <u>not</u> have the right to grieve this type of 3-Day Notice to Quit, as specified in the County of San Diego Procedure section 2(A)(1). Legal proceedings for unlawful detainer action will begin after expiration of the 3-Day Notice.

3. Thirty calendar days, in the form of 30-Day Notice of Intent to Terminate Lease, for any drug-related criminal activity on or off the public housing premises. Drug-related criminal activity means the illegal manufacture, sale distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance, including confiscation of illegal and/or controlled substance by a law enforcement officer occurring on or off the premises. You do <u>not</u> have the right to grieve this type of 30-Day Notice to Quit.

4. Thirty calendar days in all other cases.

5. If any additional notice is required by State or local law to terminate the Lease, such notice may be combined with, or run concurrently with, any notice specified above.

D. The notice of Lease termination to the Resident shall state specific grounds for termination and shall inform the Resident of the Resident's right to make such reply as the Resident may wish. The notice shall also inform the Resident of the right to examine HACSD's documents directly relevant to the termination or eviction. When the HACSD is required to afford the Resident the opportunity for a grievance hearing, the notice shall also inform the Resident of the Resident's right to request a hearing in accordance with the HACSD's grievance procedure.

E. When the HACSD is required to afford the Resident the opportunity for hearing under the HACSD's grievance procedure for a grievance concerning the Lease termination, the residency shall not terminate (even if any notice to vacate has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was requested in a timely manner by the Resident) the grievance process has been completed.

F. HACSD does not waive the right to terminate the Lease for cause other than non-payment of rent if HACSD accepts rent pro-rated to the termination date specified in the notice.

G. When the HACSD is not required to afford the Resident the opportunity for a hearing under the administrative grievance procedure for a grievance concerning the lease termination, the notice of termination shall:

1. State that the Resident is not entitled to a grievance hearing on the termination.

2. Specify that the judicial eviction procedure to be used by the HACSD for eviction procedure provides the opportunity for a hearing in court.

3. State whether the eviction is for a criminal activity or for drug-related criminal activity as described in the HACSD's Occupancy Policy and this Lease.

H. Notice to Post Office: When the HACSD evicts a family for engaging in criminal activity, including drug-related criminal activity; the HACSD shall notify the local post office serving that dwelling unit that such family is no longer residing in the dwelling unit.

I. The HACSD shall provide the Resident reasonable opportunity to examine, at the Resident's request and before an HACSD grievance hearing or court trial concerning a termination of residency or eviction, any documents, records, and regulations which are in the possession of the HACSD, and which are directly relevant to the termination of residency or eviction. The Resident shall be allowed to copy any such documents, records, and regulations at the Resident's expense. If the HACSD does not make documents available for examination upon request by the Resident in accordance with this, HACSD may not proceed with the eviction.

J. If a signer of this Lease ceases to be a member of the household, or if a family member is added to this Lease after required screening, the Lease will be amended to add or delete the family member, and Lease change must be initialed by the remaining adult members of the family, provided they are eligible for continued occupancy. If Resident is transferred to another housing unit managed by HACSD, this Lease shall be terminated and a new Lease must be signed by Resident for the housing unit into which Resident's family will move. If Resident's housing unit is destroyed or significantly damaged by fire or other means, this Lease shall automatically be terminated.

21. **REGISTERED SEX OFFENDERS NOTICE**: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals that they are checking. Information regarding neighborhoods is not available through the "900" telephone service. Locally, the database can be searched at the Licensing Division of the San Diego County Sheriff's Department, 9621 Ridgehaven Court, and San Diego.

22. **GRIEVANCE:** If Resident disputes any HACSD action or failure to act involving this Lease or HACSD regulations which adversely affect Resident's rights, duties, welfare or status, Resident may file a grievance within seven (7) working days of HACSD's action or inaction in accordance with the procedure attached hereto. HOWEVER, Resident may not file a grievance for a 3-Day Notice issued for any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the HACSD's public housing premises of

other Residents or employees of the HACSD, or for a 30-Day Notice issued for any drug-related criminal activity on or off such premises.

23. **MODIFICATIONS:** Modifications of this Lease will be accompanied by a written addendum to the Lease executed by the HACSD and the Resident, except for rent redeterminations, eligibility for public housing, appropriateness of dwelling size, schedules of special charges for services and repairs, and rules and regulations which are incorporated in the Lease by reference. Matters incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the HACSD's office and shall be furnished to Residents upon request. HACSD shall provide at least 30 days notice to Residents and Resident organizations setting forth proposed changes in the Lease form used by HACSD, and providing an opportunity to present written comments, which shall be taken into consideration by the HACSD before formal adoption of any new Lease form.

24. **WAIVER:** The failure of the HACSD or the Resident to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes.

25. **HOUSE RULES:** By initialing below, Resident acknowledges he/she has received, read, and understands and will comply with the House Rules. A copy of the House Rules is attached hereto, marked as Attachment A, and is incorporated herein by reference as though fully set forth at length. Said House Rules shall be deemed covenants of this agreement.

Initials _____

26. **GRIEVANCE PROCEDURE:** By initialing below, Resident acknowledges he/she has received, read and understands the copy of the HACSD Grievance Procedure. A copy of the Grievance Procedure is attached hereto, marked as Attachment B, and is incorporated herein by reference as though fully set forth at length.

Initials _____

27. **DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING:** The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in the Housing Authority of the County of San Diego Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision of the lease, the provisions of this section shall prevail.

A. Termination of tenancy.

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and

2. Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the tenant's household, a guest, or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the Tenant or any member of the Tenant's family is a victim of that domestic violence, dating violence, or stalking.

3. Notwithstanding anything to the contrary contained in paragraphs A.1. and A.2. above, the Housing Authority of the County of San Diego may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located.

4. Further, nothing in this section shall prohibit the Housing Authority of the County of San Diego from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence, or stalking against the tenant or a member of the tenant's household for which protection against termination of tenancy is given in paragraphs A.1. and A.2. above.

5. The Housing Authority of the County of San Diego may evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the Housing Authority of the County of San Diego does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than is applied in other situations in determining whether to evict or terminate. A victim tenant who allows a perpetrator to violate a court order relating to the act or acts of violence is subject to eviction. A victim tenant who allows a perpetrator who has been barred from Housing Authority of the County of San Diego property to come onto Housing Authority of the County of San Diego property, including but not limited to the victim's apartment and any other area under the victim tenant's control, is subject to eviction.

6. None of these provisions 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, sexual assault, or stalking.

B. Bifurcation of Lease. Under the authority provided in Section 6(*l*)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), the Housing Authority of the County of San Diego may bifurcate the lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of physical violence against family members or others. The Housing Authority of the County of San Diego may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.

C. Certification. If the Tenant or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, the Housing Authority of the County of San Diego will request the individual to deliver to the Housing Authority of the County of San Diego a certification. The certification may be delivered in one of the following forms:

1. A HUD-approved form attesting 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 of this section, or

2. 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, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or

3. A federal, State, tribal, or local police report or court record, describing the incident or incidents in question.

The certification must be delivered to the Housing Authority of the County of San Diego within 14 days after the request for certification is received from the Housing Authority of the County of San Diego. If the certification is not delivered to the Housing Authority of the County of San Diego within the 14-day period allowed, the provisions of this section will not apply and the Housing Authority of the County of San Diego may elect to terminate tenancy and evict without regard to the protections provided in this section.

D. Confidentiality. The law requires that information provided to the Housing Authority of the County of San Diego concerning an incident of incidents of domestic violence, dating violence, or stalking be retained in confidence, not placed in any shared data base nor provided to a related entity, except to the extent disclosure requested or consented to by the individual supplying such information, or required for use in an eviction proceeding, or otherwise required by applicable law.

Definitions. The following definitions apply to this Lease Amendment:

"Domestic violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitation with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under domestic or family violence laws, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws;

"Dating violence" is defined as violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship;

"Stalking" is defined as following, pursuing, or repeatedly committing acts with the intent to kill, injure, harass, or intimidate another person; or placing 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, placing a person in reasonable fear of the death of, or serious bodily injury to, or causing substantial emotional harm to that person; a member of the immediate family of that person; or the spouse or intimate partner of that person.

"Bifurcate" is defined, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

"Smoking" is defined as inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product in any manner or in any form.

Initials _____

28. **RECEIPT:** I have read and understand this entire Lease. I hereby certify that all the information, which I have provided and upon which this Lease is based, is true and accurate.

Resident understands that the lease term paragraph 2 above contains provisions under which this Agreement may automatically continue on successive one-year terms until terminated by either party in accordance with the lease and applicable law.

_____ _____
Resident Date

_____ _____
Resident Date

_____ _____
Resident Date

_____ _____
Resident Date

HACSD

By: _____ _____
Representative Date

SMOKE DETECTOR LEASE ADDENDUM

THIS ADDENDUM dated_____, will become a part of the original lease dated

_____between _____ and

_____ for the unit located at

_____Chula Vista, CA _____, known as _____.

1. **SMOKE DETECTOR**. You acknowledge that as of this date, the Unit is equipped with one or more smoke detectors; that YOU have inspected the smoke detector(s) and that YOU find it/them to be in good working order.

2. **REPAIR**. You agree that it is your duty to regularly test the smoke detector(s) and agree to notify owner immediately in writing of any problem, defect, malfunction, or failure of the smoke detector(s) within seven (7) days of receipt of such written notification by owner. Owner shall replace the smoke detector(s) assuming the availability of labor and materials.

3. **MAINTENANCE**.
   A. You agree to replace the smoke detector(s) battery, if any, at anytime the existing battery becomes unserviceable.
   B. If after replacing the battery, the smoke detector will not operate, you must inform the owner of any deficiencies.
4. **REPLACEMENT**. You agree to reimburse owner, upon request, for the cost of a new smoke detector and the installation thereof in the event the existing smoke detector(s) becomes damaged by you or your guests or invitees.

5. **DISCLAIMER**.
   A. You acknowledge and agree that owner is not the operator, manufacturer, distributor, retailer or supplier of the smoke detectors(s): that you assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said smoke detectors.
   B. No representation, warranties, undertakings or promises, whether oral or implied, or otherwise have been made by owner, its agents or employees to you regarding smoke detectors(s), or the alleged performance of the same, owner neither makes nor adopts any warranty or any nature regarding said smoke detectors(s) and expressly disclaims all warranties of fitness for a particular purpose, of habitability, or any and all other expressed or implied warranties. Owner shall not be liable for damages or losses to person or property caused by (1) your failure to regularly test the smoke detectors(s) (2) your failure to notify owner of any problem, defect, malfunction, or failure of the smoke detector(s) (3) theft of the smoke detector(s) or it's serviceable battery: and/or (4) false alarms produced by the smoke detector(s).

6. **ENTIRE AGREEMENT**. The parties acknowledge that this written addendum is the entire agreement of the parties relative to the smoke detector(s) in the above referenced unit. Any agreement that in any way varies the terms of the Addendum shall be unenforceable and completely void unless such agreement is in writing and signed by both parties.

7. **TERM**. The term of this Addendum shall be the same term as Agreement of any renewal or extension of agreement.

8. **FINE**. A fine in the amount of $50.00 will be enforced if tenant tampers with any smoke detector in any manner. A second violation will result in a $100.00 fine. Third violation will result in a 90 day notice of eviction.

I acknowledge I have read this addendum and it places a duty upon me to regularly test the smoke detector(s) and report all malfunctions of the same to the owner in writing.

Executed this _____day of _____ 20_____.

Lessee_____ Owner/Agent_____

_____

_____

ADDENDUM TO LEASE – MOLD NOTIFICATION AGREEMENT

THIS AGREEMENT is made and entered between the Housing Authority of the County of San Diego

(Owner) and , _____ (Resident(s)).

Resident(s) is/are renting from Owner of the premises located at: _____.

It is the goal of the Owner to maintain the highest quality of living environment for the residents of this property. Prior to your taking possession of the apartment listed above, and at the time of your move-in, the Owner, or its authorized Agent, has inspected the apartment and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident(s) is/are hereby notified that mold and mildew may grow on the surfaces in the apartment if the premises are not properly maintained and/or ventilated. If moisture is allowed to accumulate in your apartment, it can cause mildew and mold to grow. It is important that residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the apartment clean and that they promptly notify the Owner or it's authorized Agent, of any leaks, moisture problems, and/or mold or mildew growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Keep the unit free of dirt and debris that can harbor mold or mildew.
2. Immediately report to the Owner, or its authorized Agent, any water intrusion such as plumbing leaks, drips, or other moisture conditions.
3. Notify Owner, or its authorized Agent, of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have penetrated the walls, cabinets or flooring.
4. Report to the Owner, or its authorized Agent, any significant mold growth on surfaces inside the premises.
5. Use bathroom exhaust fans while showering or bathing and report to the Owner, or its authorized Agent, immediately if the exhaust fan ceases to function properly.
6. Use the exhaust fans whenever cooking, dishwashing or cleaning.
7. Open bathroom windows (if applicable) while bathing, showering or cleaning.
8. Use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold and mildew can grow on damp surfaces within 24-48 hours.)
10. Notify the Owner, or its authorized Agent, of any problems with air conditioning or heating systems.
11. Resident hereby agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing and receipt of a duplicate original.

_____ _____
Name Date

_____ _____
Name Date

_____ _____
Name Date

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling in the lease, Owner and Resident agree as follows:

1. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (including Medical Marijuana) (as defined in Section 102 of the Controlled Substance Act [21 U.S.C.802]).

2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.

3. Resident or members of the household will not permit the dwelling unit to be used for, or facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Resident, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near the dwelling unit premises or otherwise.

5. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, including: prostitution as defined in Penal Code §647(b); criminal street gang activity, as defined in Penal Code §186.20 et seq.; assault and battery, as prohibited in Penal Code §240; burglary, as prohibited in Penal Code §459; the unlawful use and discharge of firearms, as prohibited in Penal Code §245; sexual offenses, as prohibited in Penal Code§269 and 288, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Date: _____ Address: _____

Chula Vista, CA _____

Lessee _____ Owner/Agent_____

_____

NO SMOKING LEASE ADDENDUM

Property Name_____ **Unit number**_____

Resident Name(s) _____

Resident Address _____

The following terms, conditions and rules are hereby incorporated into the Lease Agreement for the above unit effective September 1, 2014.

1. **No-smoking policy** Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, the Landlord has adopted a No Smoking Policy.

2. **Definition** The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other similar lighted product in any manner or in any form. The term "smoking" also includes operating an Electronic Smoking Device. "Electronic Smoking Device" is an electronic and/or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances and includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other project name or descriptor. "Electronic smoking device" does not include any product specifically approved by the U.S. Food and Drug Administration for use in mitigation, treatment, or prevention of disease.

3. **Landlord not a guarantor of smoke free environment** Resident acknowledges that Landlord's adoption of a No Smoking Policy, and the efforts to designate the Property as non-smoking do not make the Landlord or any of its managing agents the guarantor of Resident's health.

4. **Landlord disclaimer** Resident acknowledges that Landlord's adoption of a No Smoking Policy and the efforts to designate the Property as non-smoking does not in any way change the standard of care that the Landlord has under applicable law to render the Property any safer, more habitable or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the Property will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Property will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and Residents' guests. Residents with respiratory ailments, allergies or other condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the rental agreement.

5. **Lease violation** Residents are responsible for the actions of their household, their guests and visitors. Failure to adhere to any of the conditions of this Addendum will constitute both a material non-compliance with the rental agreement and a serious violation of the Rental Agreement and may result in eviction. In addition, Resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

I have received and read the HACSD No Smoking Policy and agree to abide by the terms of the Policy and this Lease Addendum. I understand that failure to comply may result in termination from public housing.

_____ _____
RESIDENT SIGNATURE DATE HACSD Representative DATE

_____
RESIDENT SIGNATURE DATE

_____
RESIDENT SIGNATURE DATE

_____
RESIDENT SIGNATURE DATE

ATTACHMENT A

PUBLIC HOUSING LEASE

HOUSE RULES

For the benefit and well being of the housing project and the residents, all residents agree to abide by these necessary and reasonable regulations set forth by the HACSD known as **House Rules:**

THE UNIT

RESIDENT'S INITIALS

_____ Noise must be held to a minimum at all times, especially before 8:00 am and after 10:00 pm. Loud music, radio or television is not permitted at any time.

_____ Brooms, mops and other personal belongings are to be stored on the patio, nor in the entry of the unit. Do not hang items on walls, fences, railings or hedges. Stored items cannot be visible from the street or create a fire hazard.

_____ Leaky faucets and pipes must be reported to resident management immediately.

_____ Do not use sticky-backed contact paper or other decorative items on any surface in your unit.

_____ All window coverings are to be white from the street side; no colored window coverings are to be visible from outside the apartment.

_____ Any change to the building structure must be approved in writing in advance, including holes for telephone jacks, cable hookups, security screens and window bars.

_____ Waterbeds may not be used unless evidence of insurance is provided and the HACSD is named as insured. The policy shall be written for no less than $100,000 of coverage.

THE GROUNDS AND COMMON AREAS

_____ Children must be supervised at all times.

_____ Children may play only on designated playgrounds, not on the lawn area or in parking lots.

_____ Residents are responsible for picking up and properly disposing of litter and debris from around their apartment.

_____ It is your responsibility to use the laundry facilities only within posted hours and to clean after each use.

_____ Consumption of alcohol is not permitted outside the unit or on common grounds.

_____ The area in front of your apartment is to be kept litter free. You are responsible for picking up litter and keeping debris away from your apartment.

TRASH

_____ If individual trash cans are provided for trash collection, place them on the street no sooner than the night before pickup and remove them by the morning after pickup.

_____ Trash is to be tied in plastic bags whenever possible and should be carried out by an adult or someone tall enough to reach the dumpster.

_____ Place only the trash cans on the street. Garbage bags, boxes, loose garbage or trash left on the street will not be picked up.

CARS AND OTHER VEHICLES

_____ Residents must park in designated parking spots.

_____ Visitors may not park in parking areas designated for residents.

_____ Washing cars is not permitted on the premises.

_____ Automobile, motorcycle or any other heavy machinery repairs may not be made in the parking area or on any other portion of the housing sites. The repair of flat tires is exempted.

_____ Non-working cars must be repaired or removed from the premises within five days.

_____ Oil spills in the parking area are to be cleaned immediately with degreaser.

_____ Abandoned or non-working vehicles will be ticketed and towed away at your expense.

INSTALLATION OF SATELLITE DISHES

_____ Satellite dishes must be installed within a unit patio or balcony. Residents may not install a satellite dish in common areas, on the roof, or on an exterior wall. Satellite dishes may be installed entirely inside a unit.

_____ Satellite dishes must not be larger than one meter in diameter (3 feet, 3 inches), measured across its widest part.

_____ Dishes must be securely mounted and may not extend beyond the edge of the apartment. Your dish must be mounted in such a manner that it cannot become dislodged. It must not extend beyond the edge of the patio or balcony railing. Hanging a satellite dish out of a window is prohibited.

_____ Drilling holes in railing, exterior walls, or any other location where holes might impair the building's weatherproofing or there is a risk of striking electrical or water lines is prohibited.

_____ Dish must be professionally installed and management staff will supervise the installation**.**

_____ Residents much provide proof of liability insurance to management to ensure that any injury or damage to persons or property caused by a satellite dish is covered.

KEYS

_____ I will not install chain locks, deadbolt or slide bolt locks or any other lock without management authorization.

.

_____ I will return all door and mailbox keys when I move out. I understand that rent will be charged until all keys have been returned and management and I complete a joint move-out inspection. I understand that if I fail to return my mailbox key, the cost of changing the mailbox lock will be deducted from my security deposit.

RESERVED

Attachment B

Public Housing Lease

GRIEVANCE PROCEDURE

SECTION 1. SCOPE AND PURPOSE

The purpose of this grievance procedure is to assure that Residents are afforded an opportunity for a hearing if a Resident disputes, within a reasonable time, any action, or failure to act, involving the Resident's lease with the Housing Authority of the County of San Diego (HACSD) or HACSD Regulations which adversely affect the individual Resident's rights, duties, welfare or status. This grievance procedure is incorporated in the dwelling lease and is a part thereof.

SECTION 2. APPLICABILITY

A. This grievance procedure is applicable to all individual grievances as defined in Section 3 between the Resident and the HACSD, except that this procedure shall not be applicable to any termination of tenancy or eviction that involves:

(1) Any violent criminal activity or, other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the HACSD's premises by other residents, employees, agents and/or contractors for the HACSD, including, on-site property management staff responsible for managing the premises.

(2) Any drug-related criminal activity on or off such premises.

B. This grievance procedure shall not be applicable to disputes between Residents not involving the HACSD or to class grievances, nor is this procedure intended to be a form for initiating or negotiating policy changes between a group or groups of Residents and the Housing Authority of the County of San Diego's Board of Commissioners.

SECTION 3. DEFINITIONS

The following definitions of terms shall be applicable to this grievance procedure:

A. **Business Days:** Monday through Friday of each week, except for legal holidays recognized by the Federal government.

B. **CFR:** The Code of Federal Regulations, which contains the Federal regulations governing this grievance procedure.

C. **Housing Authority:** The Housing Authority of the County of San Diego

D. **Complainant:** Any Resident whose grievance is presented to the HACSD in accordance with the requirements set forth in this procedure.

E. **Drug-related Criminal Activity:** The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell**,** distribute, or use of a controlled substance (including Medical Marijuana), as defined in sec 102 of the Controlled Substances Act (21 U.S.C. Sec. 802) as from time to time amended.

F. **Elements of Due Process:** The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a State or local court:

(1) Adequate notice to the Resident of the grounds for terminating the tenancy and for eviction.

(2) Right of the Resident to be represented by counsel.

(3) Opportunity for the Resident to refute the evidence presented by HACSD, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Resident may have.

(4) A decision on the merits.

G. **Grievance:** Any dispute which a Resident may have with respect to HACSD's action or failure to act in accordance with the individual Resident's Lease or HACSD regulations which adversely affects the individual Resident's rights, duties, welfare, or status.

H. **Hearing Officer:** An impartial person selected in accordance with 24 CFR Sec 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.

I. **Hearing Panel:** A panel selected in accordance with 24 CFR Sec 966.55 and this procedure to hear grievances and render decisions with respect thereto.

J. **HUD:** The United States Department of Housing and Urban Development.

K. **Notice:** As used herein, the term notice shall, unless otherwise specifically provided, indicates written notice.

L. **Resident:** The adult person (or persons) other than a live-in aid:

(1) Who resides in the unit and who executed the Lease with the HACSD as lessee of the dwelling unit, or if no such person resides in the unit;

(2) The person who resides in the unit, and who is the remaining head of the household of the Resident family residing in the dwelling unit.

M. **Resident Organization:** An Organization of Residents, which includes any Resident Council.

SECTION 4. INFORMAL SETTLEMENT OF GRIEVANCE

A. **Initial Presentation**

Any grievance must be personally presented, either orally or in writing, to the HACSD within seven business days after the occurrence of the event-giving rise to the grievance.

B. **Informal Conference**

If the grievance is not determined by the HACSD to fall within one of the two exclusions mentioned in section 2A(1) and 2A(2) above, then the HACSD shall within five business days, after

the initial presentation of the grievance, informally discuss the grievance with the Complainant or his representatives in an attempt to settle the grievance without the necessity of a hearing. If the informal conference cannot occur at the time the grievance is initially presented by the Complainant, then the Complainant shall be promptly notified in writing of the time and place for the informal conference.

C. **Written Summary**

Within 30 business days after the informal conference, a summary of the discussion shall be prepared by the HACSD and a copy thereof shall be provided to the Complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date(s) of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary shall also specify the procedures by which the Complainant may obtain a hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in Complainant's Resident file.

D. A person or persons not a party to the dispute, or their subordinate shall act as qualified and impartial Hearing Officers or Hearing Panel members to conduct grievance hearings, should the informal conference result in no change of action.

SECTION 5. PROCEDURE TO OBTAIN A HEARING

The following procedures apply to the request for a grievance hearing under this grievance procedure:

A. **Request for Hearing**

If the Complainant is not satisfied with the results of the informal conference, the Complainant must submit a written request for a hearing to the HACSD within 14 business days after the date Complainant receives the summary of the informal conference discussion, delivered as required under Section 4 above.

Complainant's written request for a grievance hearing must specify:

(1) The reason(s) for the grievance; and

(2) The action or relief sought by the Complainant; and

(3) If the Complainant so desires, a statement setting forth the times at which the Complainant shall be available for a hearing during the next 30 business days; and

(4) If the Complainant has failed to attend an informal conference, a request that the hearing officer or panel waive this requirement.

(5) Complainant must inform and request arrangements to accommodate a handicap prior to the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

If the Complainant fails to request a hearing within 14 business days after receiving the written summary of the informal conference, the HACSD's decision rendered at the informal conference becomes final and the HACSD is not thereafter obligated to offer the Complainant a hearing.

B. **Selection of Hearing Officer or Panel**

A grievance hearing shall be conducted by an impartial person or persons appointed by the HACSD, other than a person who made or approved the HACSD action under review or a subordinate of such person.

(1) The HACSD shall appoint a person or persons (who may be an officer or employee of the HACSD).

(2) The HACSD may consult with resident organizations before the appointment of each hearing officer or panel member. Any comments or recommendations submitted by the tenant organizations shall be considered by the HACSD before the appointment.

C. **Scheduling of Hearings**

(1) **Hearing Prerequisites:** A Complainant does not have the right to a grievance hearing unless the Complainant has satisfied the following prerequisites to such a hearing:

a. The Complainant has requested a hearing in writing.

b. The Complainant has completed the informal conference procedure or has requested a waiver for good cause.

c. If the matter involves the amount of rent which the HACSD claims is due under the Complainant's lease, the Complainant shall have paid to the HACSD an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. And, in the case of situations in which reviews are for any reason delayed, the Complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. Unless waived by the HACSD in writing, no waiver shall be given by the HACSD except in cases of extreme and undue hardship to the Complainant, determined in the sole and absolute discretion of the HACSD.

(2) **Time, Place and Notice:** Upon Complainant's compliance with the prerequisites to the review set forth above, and unless there are extenuating circumstances, a review shall be scheduled by the hearing officer for a time not less than seven (7) business days, nor more than 30 business days after the Complainant has completed such compliance.

A written notice specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the HACSD.

SECTION 6. PROCEDURES GOVERNING HEARINGS

A. Hearing

The hearing shall be held before a hearing officer or hearing panel as described above in Section 5. The Complainant shall be afforded a fair hearing, which shall include:

(1) The opportunity to examine before the hearing any HACSD documents, including records and regulations that are directly relevant to the hearing.

The Complainant shall be allowed to copy any such document at no expense. If the HACSD does not make the document available for examination upon request by the complainant, the HACSD may not rely on such document at the grievance hearing.

(2) The right to be represented by counsel or other person chosen as the Complainant's representative and to have such person makes statements on the Complainant's behalf.

(3) The right to a private hearing unless the Complainant requests a public hearing. The right to present evidence and arguments in support of the Complainant's complaint, to controvert evidence relied on by HACSD and to confront and cross examine witnesses upon whose testimony or information the HACSD relies; and

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

B. **Prior Decision in Same Matter**

The hearing officer or panel may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.

C. **Failure to Appear**

If the Complainant or HACSD fails to appear at a scheduled hearing, the hearing officer/panel will make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer shall notify the Complainant and the HACSD of the determination. A complainant may be allowed to reschedule a hearing for a documented emergency.

The failure to attend a grievance hearing shall not constitute a waiver of any right the Complainant may have to contest the HACSD's disposition of the grievance in an appropriate judicial proceeding.

D. **Required Showing of Entitlement to Relief**

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and, thereafter, the HACSD must sustain the burden of justifying the HACSD's action or failure to act against which the complaint is directed.

E. **Informality of Hearing**

The hearing shall be conducted informally by the hearing officer or hearing panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to a judicial proceeding.

F. **Orderly Conduct Required**

The hearing officer or hearing panel shall require the HACSD, the Complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

G. **Transcript or Audio Tape of Hearing**

The Complainant may arrange in advance, and at the expense of the party making the arrangement, for a transcript or audio tape of the hearing. Any interested party may purchase a copy of such transcript or audiotape.

H. **Accommodations to Handicapped Persons**

The HACSD must provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Complainant must inform and request arrangements to accommodate a handicap prior to the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

SECTION 7. DECISION OF THE HEARING OFFICER OR HEARING PANEL

At or subsequent to the completion of the grievance hearing, the hearing officer or panel shall make a determination as to the merits of the grievance and the following provisions shall govern:

A. **Written Decision**

The hearing officer or panel shall prepare a written decision, together with the reasons for the decision within 30 business days after the completion of the hearing.

(1) A copy of the decision shall be sent to the Complainant and the HACSD. The HACSD shall retain a copy of the decision in the Complainant's Resident folder.

(2) A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the HACSD and made available for inspection by any prospective Complainant, his representative, or hearing officer or hearing panel.

B. **Binding Effect**

The written decision of the hearing officer or panel shall be binding upon the HACSD, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the HACSD Chief decides, within a reasonable time, and properly notifies the Complainant of its determination, that:

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

(2) The decision of the hearing officer or panel is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the HACSD

C. **Continuing Right of Complainant to Judicial Proceedings**

A decision by the hearing officer or panel or by HACSD Chief in favor of the HACSD or which denies the relief requested by the Complainant, in whole or in part, shall not constitute a waiver of, nor effect in any way the rights of the Complainant to a trial or judicial hearing in any judicial proceedings, which may thereafter be sought in the matter.

SECTION 8. NOTICES

All notices under this grievance shall be deemed delivered: (1) upon personal service therefore upon the Complainant or an adult member of the Complainant's household, (2) upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail, or (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail, other than certified or registered mail.

If a Resident is visually impaired, any notice hereunder delivered to such Resident shall be in an accessible format.

SECTION 9. MODIFICATION

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of the HACSD, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the forgoing, any changes proposed to be made to this grievance procedure must provide for at least 30 days advance notice to Residents and Resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by the before final adoption of any amendments hereto.

SECTION 10. HOUSING AUTHORITY EVICTION ACTIONS

If a Resident has requested a hearing in accordance with Section 5 on a complaint involving a HACSD notice of termination of tenancy and the Hearing Officer or Hearing Panel upholds the HACSD's action to terminate the tenancy, the HACSD shall not commence an eviction action in a State or local court until it has served a notice to vacate on the Resident, and in no event shall the notice to vacate be issued prior to the decision of the Hearing Officer or the Hearing Panel having been mailed or delivered to the Complainant. Such notice to vacate must be in writing and specify that, if the Resident fails to quit the premises within the applicable statutory period, appropriate action shall be brought against him/her and he/she may be required to pay court costs and attorney fees.