MISC. ATTACHMENTS

a) ACOP

Parma Public
Housing Agency

PARMA PUBLIC HOUSING AGENCY:

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Revised 05/01/2008

6/23/2009

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Parma Public Housing Agency

Admissions and Continued Occupancy Policy
Governing HUD-Aided Public Housing

I. Nondiscrimination

A. Complying with Civil Rights Laws

1. Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in the way it carries out its programs. It is the policy of the Housing Authority (PHA) to comply with all Civil Rights laws, including but not limited to:

- *Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex*[1]*;*
- *Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination*[2]*;*
- *Executive Order 11063,*
- *Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities*[3]*;*
- *the Age Discrimination Act of 1975, which establishes certain rights of the elderly*[4]
- *Title II of the Americans with Disabilities Act of 1990 (ADA) requires that the PHA provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces.*

  However, Title II does not require that individual housing units be accessible to individuals with disabilities; rather, Section 504 and the Fair Housing Act govern access for individuals with disabilities to the PHA's housing units.
- *any applicable State laws or local ordinances, and*
- *any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted*[5]*.*

2. The PHA shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, that is part of a development under the PHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD.

3. PHA shall not, on account of race, color, national origin, sex, religion, familial status, or disability:

   a. Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

   b. Provide anyone housing that is different (of lower quality) from that provided others[i];

   c. Subject anyone to segregation or disparate treatment;

   d. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;

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[i] PHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program.

e. Treat anyone differently in determining eligibility or other requirements for admission;

f. Deny anyone access to the same level of services[ii]; or

g. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

4. PHA shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior[6].

5. PHA will correct situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the PHA's housing program and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988, there are requirements, optional actions and prohibitions:

(a) PHA **must**, upon request by an applicant or resident with a disability,

- make structural modifications to its housing and non-housing facilities[7] and
- make reasonable accommodations in its procedures or practices[8] **unless** such structural modifications or reasonable accommodations
- would result in an undue financial[iii] and administrative burden on the Authority[9], or
- would result in a fundamental alteration in the nature of the program

(b) In making structural modifications to "Existing housing programs"[10] or in carrying out "Other Alterations"[11] for otherwise qualified persons with disabilities, PHA **may**, but is not required to:

- Make each of its existing facilities accessible[12]; or
- Make structural alterations when other methods can be demonstrated to achieve the same effect[13];
- Make structural alterations that require the removal or altering of a load-bearing structural member[14];
- Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level[15];

(c) When the PHA is making "Substantial Alterations"[iv] to an existing housing facility PHA **may**, but is not required to:

- Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level[16];
- Make structural alterations that require the removal or altering of a load-bearing structural member[17]; or

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[ii] This requirement applies to services provided by PHA and services provided by others with PHA's permission on public housing property. Thus, a health screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.

[iii] Considering all the PHA's sources of revenue, including both operating and capital funds

[iv] Defined in **24 CFR § 8.23** as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility.

- Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable[v] also.[18]

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

6. PHA will not permit these policies to be subverted to do personal or political favors. PHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list[19].

B. Making Programs and Facilities Accessible to People with Disabilities

1. Facilities and programs used by residents will be accessible to a person in a wheelchair. Application[vi] will be made so, subject to the undue financial and administrative burden test[20].

2. Documents used by applicants and residents will be accessible for those with vision or hearing impairments[21]. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English[vii].

3. PHA will present examples to help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants and residents, PHA staff will be prepared to explain rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read or understand[22].

4. When PHA has initial contact with the applicant, PHA staff will ask whether the applicant requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to: a qualified sign language interpreter provided for and paid for by the PHA; having written materials explained orally by staff either in person or by telephone; provision of written materials in large/bold font; information on audiocassette; permitting applicants to file applications by mail; and, permitting alternative sites for the receipt of applications.[23] In addition, the PHA's obligation to provide alternative forms of communication to persons with disabilities does not preclude an individual's right to have a friend, relative or advocate accompany him/her for purposes of conducting business with the PHA.

5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. PHA is not required to pay the costs associated with having a foreign language interpreter (as they are for a and management offices, hearing rooms, community centers and laundry facilities will be usable by residents

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[v] Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved.

[vi] It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

[vii] 24 CFR § 5.505 requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English. In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

with a full range of disabilities. To the extent that the PHA offers such facilities, if none is already accessible, some sign language interpreters for the hearing impaired[24] because the Fair Housing law makes no such requirement).

6. At a minimum, PHA will prepare information to be used by applicants and residents in plain-language accessible formats.

C. VIOLENCE AGAINST WOMENS ACT - NOTIFICATION TO PARTICIPANTS AND LANDLORDS [Pub.L. 109-162]

VAWA requires PHA's to notify public housing program participants of their rights under this law, including their right to confidentiality and the limits thereof.

Notification to Participants

The PHA will provide all participants with notification of their protections and rights under VAWA at the time of admission and at annual reexamination. The notice will explain the protections afforded under the law, inform the participant of PHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers. The PHA will also include in all assistance termination notices a statement explaining assistance termination protection provided by VAWA.

II. Eligibility for Admission and Processing of Applications

A. Affirmative Marketing

1. PHA will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. PHA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply[25].

2. Marketing and informational materials will:

   a. Comply with Fair Housing Act requirements on wording, logo, size of type, etc.;

   b. Describe the housing units, application process, waiting list and preference structure accurately;

   c. Use clear and easy to understand terms and more than strictly English-language print media;

   d. Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;

   e. Make clear who is eligible: low income individuals and families; working and nonworking people; and people with both physical and mental disabilities; and

   f. Be clear about PHA's responsibility to provide reasonable accommodations to people with disabilities.

B. Qualifying for Admission

1. It is PHA's policy to admit **only** qualified applicants[viii].

[viii] The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from the 504 regs: **24 CFR § 8.3** Definition of qualified individual with a disability. In order to be eligible, a family must meet four tests: (1) they must meet PHA's definition of family; (2) have an Annual Income at or below program guidelines; (3) each family member, age 6 or older, must provide a social security number or

2. An applicant is qualified if he or she meets all of the following criteria:

   a. Is a family, as defined in Section XII of this policy;

   b. Meets HUD requirements on citizenship or immigration status[26];

   c. Has an Annual Income (as defined in Section XII of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in PHA offices.

   d. Provides documentation of Social Security numbers for family members age six or older, or certifies that they do not have Social Security numbers[27]; ande. Meets the Applicant Selection Criteria in Section II. F. of these policies[28],

C. Establishing and Maintaining the Waiting List

1. It is the policy of PHA to administer its waiting list as required by HUD's regulations

2. Opening and Closing Waiting Lists

   a. For any unit size or type, if the PHA's waiting list has sufficient applications to fill anticipated vacancies for the coming 12 months, PHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling[29].

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

   c. When the waiting list is closed, PHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

3. Determining if the Waiting List may be Closed

PHA will use its **Procedure on Opening and Closing the Waiting List**[ix] to determine whether the waiting list(s) should be closed.

4. Updating the Waiting List

   a. Once each year PHA will update each waiting list sublist by contacting all applicants in writing[x].

      If, after one attempt in writing[xi], no response is received, PHA will withdraw the name of an applicant from the waiting list.

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

   b. PHA will remove an applicant's name from the waiting list only in accordance with its **Procedure on Updating the Waiting List and Removing Applications**.

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certify that he/she has no number; and (4) each family member receiving assistance must be a citizen or non-citizen with eligible immigration status per **24 CFR § 5.500**.

[ix] This policy refers to written procedures that cover, in this case, the closing of the waiting list. References to other administrative procedures are made periodically in the text of this policy. These procedures are separate documents that describe the work steps necessary to implement the policy made in this document.

[x] Or by the method designated at initial application by applicants with disabilities.

[xi] The written communication will be sent by first class mail.

Waiting List Selection: That an applicant or participant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant. Nothing in this section supersedes a Federal, State, or local law that provides greater protection for victims.

5. Change in Preference Status While on the Waiting List

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

    b. If PHA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and application number.

D. Processing Applications for Admission

1. PHA will accept and process applications in accordance with applicable HUD Regulations and PHA's **Procedure on Taking Applications and Initial Processing**. PHA will assume that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.

2. Interviews and Verification Process

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

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

   (i) Family composition and type (Elderly/Disabled/near elderly /non-elderly);

   (ii) Annual Income;

   (iii) Assets and Asset Income;

   (iv) Deductions from Income;

   (v) Preferences;

   (vi) Social Security Numbers of all Family Members;

   (vii) Applicant Screening Information; and

   (viii) Citizenship or eligible immigration status.

b. Third party written verification is the required form of documentation to substantiate applicant or resident claims. If attempts to obtain third party written verification are unsuccessful, PHA may also use (1) phone verifications with the results recorded in the file, dated, and signed by PHA staff, (2) review of documents, and, if no other form of verification is available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.

c. Verification of eligible immigration status shall be carried out pursuant to **24 CFR § 5.5**. Citizens are permitted to certify to their status.

4. PHA's applications for admission to public housing shall indicate for each application the date and time of receipt; applicant's race and ethnicity; determination by PHA as to eligibility of the applicant; when eligible, the unit size(s) for which eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected[30].

5. VAWA Certification and Confidentiality:
The Public Housing Agency may request that an individual certify their status as a victim of domestic violence, dating violence, or stalking in order to qualify for the protections defined in this section (VAWA Section 6(u)):

NOTE: The PHA is not required to demand certification in order to provide VAWA benefits to individuals. At the HA's discretion, benefits under VAWA can be applied based solely upon the individual's statement or other corroborating evidence.

Compliance with the certification requirement of this section "shall not alone be sufficient to constitute evidence of an unreasonable act or omission by an owner, manager, public housing agency, or assisted housing provider, or employee thereof."

• Confidentiality: Information provided by the victim pursuant to the certification shall be retained in confidence and will not be entered into any shared database nor provided to any related entity except when the disclosure is: consented to by the individual in writing, required for use in eviction proceedings, or otherwise required by law.

• Certification
An individual may satisfy the certification requirement in one of three ways:

1)
- a) Victim must complete HUD-Approved Certification 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 set forth in the these paragraphs.
- b) Certification shall include the name of the perpetrator.
- c) The individual shall provide such certification within 14 business days after the public housing agency requests such certification in writing. If the certification is not received within 14 business days of the written request, nothing will limit the Housing Agencies ability to evict/terminate assistance. The Housing Agency may extend the 14 day deadline at its discretion.

2) The individual may provide the public housing agency with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation.

3) The individual may provide a Federal, State, tribal, territorial, or local police or court record to the Housing Agency.

E. The Preference System

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

2. Factors other than preferences that affect the selection of applicants from the waiting list.[31] Before applying its preference system, PHA will match the characteristics of the available unit to the applicants available on the waiting list. Unit size, accessibility features, or type of project limit the admission of families to households whose characteristics "match" the vacant unit available.

By matching unit and family characteristics, families lower on the waiting list may receive an offer of housing before families with a lower applicant number or preference.

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

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

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

b. When selecting a family for a unit in housing designated for elderly families, or disabled families, if any PHA will give a priority to elderly, disabled or near elderly families.

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

3. Ranking Preference

   a. *Veteran preference (highest preference)*: to veterans or surviving spouses of veterans. As used in this section, Veteran means a person who has served in the active military, naval, or air service of the United States and who was discharged or released from such service under conditions other than dishonorable. The term "surviving spouse" means a person of the opposite sex who was the spouse of a veteran at the time of the veteran's death, and who lived with the veteran continuously from the date of marriage to the date of the veteran's death (except where there was a separation which was due to the misconduct of, or procured by, the veteran without the fault of the spouse) and who has not remarried.

   b. *Natural Disaster Relief Victim preference*: With proper documentation, a preference will be given to families who are victims of natural disasters. Based on 24 CFR 968.104, HUD defines natural disasters as an extraordinary event affecting only one or a few PHA's, such as an earthquake or hurricane. Any disaster declared by the President (or which HUD determines would qualify for a Presidential declaration if it were on a larger scale) qualifies for assistance under this paragraph. Proper documentation includes, but is not limited to written statements from disaster relief agencies such as Federal, State or local Emergency Management Agencies, The Red Cross and other Federal, State or local agencies either within or outside the jurisdiction where the natural disaster occurred.

5. Administration of the Preferences

   a. Depending on the time an applicant may have to remain on the waiting list, PHA will either verify preferences at the time of application (when the waiting list is short or nonexistent) or require that applicants certify to their qualification for a preference at the time of pre-application. Verifying preferences is one of the earliest steps in processing applicants for admission. Preference verifications shall be no more than 120 days old at the time of certification.

b. PHA may use a pre-application to obtain the family's certification that it qualifies for a preference. The family will be advised to notify PHA of any change that may affect their ability to qualify for a preference.

c. Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.

d. Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will be moved into the No Preference category, and to a lower position on the waiting list based on application number.

6. Notice and Opportunity for a Meeting[33]

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

(a) PHA will provide a notice that an applicant does not qualify for a preference containing a brief statement of the reasons for the determination, and that the applicant may meet with PHA's designee to review the determination.

(b) If the applicant requests the meeting, PHA will designate someone to conduct the meeting. This can be the person who made the initial determination or reviewed the determination of his or her subordinate, or any other person chosen by the PHA. A written summary of this meeting shall be made and retained in the applicant's file.

(c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, or familial status has contributed to the PHA's decision to deny the preference.

F. Screening Applicants for Admission

1. All applicants shall be screened in accordance with HUD's regulations[34] and sound management practices. During screening, PHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

(a) to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;

(b) to care for and avoid damaging the unit and common areas;

(c) to use facilities and equipment in a reasonable way;

(d) to create no health, or safety hazards, and to report maintenance needs;

(e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others; Admissions and Continued Occupancy

(f) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and

(g) to comply with necessary and reasonable rules and program requirements of HUD and the PHA.

2. How PHA will check ability to comply with essential lease requirements:

(a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with PHA's **Procedure on Applicant Screening**. Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will by paid by the PHA.

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

(i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare[35] ;

(ii) Adversely affect the physical environment or financial stability of the project[36];

(iii) Violate the terms and conditions of the lease[37];

(iv) Require services from PHA staff that would alter the fundamental nature of PHA's program[38].

(c) PHA will conduct a detailed interview of all applicants using an interview checklist as a part of the screening procedures. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification[39].

(d) PHA will complete a credit check and a rental history check on all applicants.

(e) Payment of funds owed to PHA or any other housing authority is part of the screening evaluation.

(f) PHA will complete a criminal background check on all adult applicants or any member for whom criminal records are available. Before the PHA rejects an applicant on the basis of criminal history, the PHA must notify the household of the proposed rejection and provide the household member whose criminal history is at issue with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record[41].

(g) If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, the PHA may seek information from a drug abuse treatment facility to determine whether the facility has reasonable cause to believe the household member is currently engaging in illegal drug use.

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

- Past performance in meeting financial obligations, especially rent and utility bills[42].
- Record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living/housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors[43].
- History of criminal activity on the part of any applicant family member
- History of violent criminal activity[xii], involving crimes of physical violence to persons or property or other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development[44].

  - PHA may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection;

  - PHA may, if a statute requires that the PHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.

- A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).

- An applicant's ability and willingness to comply with the terms of PHA's lease[45]. [xii]

3. PHA rejection of applicants for criminal and drug related activity

(a) The PHA is **required** to reject the applications for certain applicants as a result of specific criminal activity or drug abuse by household members as follows:

- Any household member has been evicted from any federally assisted housing for drug-related criminal activity. The PHA shall reject the application of any applicant for three years from the date of eviction. However, the PHA may admit the household if the PHA determines that[46]:
  - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the PHA, or
  - The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
- Any household member is currently engaging in illegal use of a drug[xiii]
- The PHA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents
- Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing
- Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program
- Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents[xivi].

(b) The PHA **will** reject applications for certain applicants as a result of:

- A conviction for violent criminal activity[xv].

[xii] Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for PHA to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.

[xiii] For purposes of this section a household member is "currently engaged in" the criminal activity if the person has engaged in the behavior recently enough to justify a belief that the behavior is current

[xiv] PHA must be able to show a relationship between the applicant household member's abuse of alcohol and behavior that threatens the health, safety, or right to peaceful enjoyment of other residents.

[xv] *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.

Violent criminal activity or Criminal Activity includes the following: Aggravated murder, murder, voluntary manslaughter, involuntary manslaughter, felonious assault, aggravated assault, assault, permitting child abuse, aggravated menacing, menacing by stalking, menacing, kidnapping, abduction, extortion, rape, sexual battery, gross sexual imposition, aggravated arson, arson, terrorism, aggravated robbery, robbery, aggravated burglary, inciting to violence, aggravated riot, riot, inducing panic, domestic violence, intimidation, intimidation of an attorney, victim or witness in criminal case, escape, improperly discharging a firearm at or into a habitation or in a school safety zone.

Violent criminal activity or criminal activity also includes all offenses as enumerated in the Ohio Revised Code definition of "offense of violence".

- A conviction for drug use or drug related criminal activity within (10) years from the date of full application
- Unpaid balances owed PHA by the applicant for any program that PHA operates[40].
- Intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
-

(c) The PHA **may** reject applications for certain applicants as a result of other criminal activity that has occurred within the past (5) years.

4. Screening applicants who claim mitigating circumstances

(a) If negative information is received about an applicant, PHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable[48].

(b) Mitigating circumstances[xvi] are facts relating to the applicant's negative rental history or behavior, that, when verified, indicate: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, **AND** applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

(c) If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, PHA shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. PHA shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

(d) Examples of mitigating circumstances might include[49]:

(i) Evidence of successful rehabilitation;

(ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or

(iii) Evidence of successful and sustained modification of previous disqualifying behavior.

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

(i) the applicant's ability to verify the mitigating circumstances and prospects for improved future behavior;

(ii) the applicant's overall performance with respect to all the screening requirements; and

(iii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

4. Qualified and Unqualified Applicants

(a) Verified information will be analyzed and a determination made with respect to:

[xvi] The discussion of mitigating circumstance in this paragraph is applicable to all applicants. PHA is required by regulation to consider mitigating circumstance, see 24 CFR § 960.203 (d) (1).

(i) Eligibility of the applicant as a family[50];

(ii) Eligibility of the applicant with respect to income limits for admission[51];

(iii) Eligibility of the applicant with respect to citizenship or eligible immigration status[52];

(iv) Unit size required for and selected by the family;

(v) Preference (if any) to which the family is entitled[53]; and

(vi) Qualification of the applicant with respect to the Selection Criteria[54].

(b) Qualified families will be notified by PHA of the approximate date of admission insofar as that date can be determined[55], however the date stated by PHA is an estimate and does not guarantee that applicants can expect to be housed by that date.

(c) Unqualified applicants will be promptly notified by a Notice of Rejection from PHA, stating the basis for such determination and offering an opportunity for informal hearing (see **Procedure for Informal Hearing for Rejected Applicants)**. Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to Admissions and Continued Occupancy use of the resident grievance process[56].

(d) Applicants known to have a disability that are eligible but fail to meet the Selection Criteria, will be offered an opportunity for a second meeting to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

G. Occupancy Guidelines

1. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear and under-utilization.

Minimum and Maximum-Number-of-Persons-Per Unit Standard

Number of Bedrooms	Min Persons/Unit (Largest Unit Size)	Max Persons/Unit (Smallest Unit Size)
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10

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

(a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife or significant others, to occupy the same bedroom, although they may do so at the request of the family.

(b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.

(c) Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.

(d) An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one-bedroom unit.

(e) A child under the age of two, regardless of gender, does not qualify for a separate bedroom as long as the maximum occupancy guidelines are not exceeded

(f) PHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school in so far that the student resides at the unit at least 120 days a year and others occupy at least 185 days a year. .

(g) A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.

(h) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.

2. The local Housing Code of two persons per bedroom will be the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.

3. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition unless disabilities documented require additional bedrooms.

4. When a family applies for housing and when the waiting list is updated, some families will qualify for more than one unit size. These applicants will choose the waiting sublist where they wish to receive a unit offer. Based on the family's choice, they will be placed on the appropriate waiting sublist by unit size.

5. If a family opts for a smaller unit size than would normally be assigned under the largest unit size standard (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size or circumstances change.

6. When a family is actually offered a unit, if they no longer qualify for the unit size where they were sublisted, they will be moved to the appropriate sublist, retaining their preferences and application number. This may mean that they may have to wait longer for a unit offer.

7. The PHA shall change the family's sublist at any time while the family is on the waiting list at the family's request.

III. Tenant Selection and Assignment Plan

A. Organizing the Waiting List

1. Community-wide Waiting List

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

- type and size of unit needed and selected by the family;
- applicant preference or priority, if any; and
- application number.

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

B. Making Unit Offers to Applications

1. To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status PLAN "A" will be used to make unit offers.
   - The first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type.
   - Applicants who are removed from the waiting list because they refuse unit offers without good cause may not reapply for housing for 12 months.
2. PHA will first match the unit available to the highest ranking applicant for a unit of that size, type and special features. Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the lower application number will receive the offer.
3. In the selection of a family for a unit with accessible features, PHA will give preference to families that include a person with disabilities who can benefit from the unit features.
4. The applicant must accept the vacancy offered within 3 working days of the date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities) or be removed from the waiting list. All offers made over the phone will be documented on applicant paperwork. If unable to contact an applicant by phone or first class mail, PHA will send a certified letter, return receipt requested.
5. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has no deficiencies and is broom clean. If two units are ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.

C. Removing Applicant Names from the Waiting List

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

1. The applicant receives and accepts an offer of housing;
2. The applicant requests that his/her name be removed from the waiting list;
3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria[xvii]; or
4. The applicant does not appear for a lease signing and does not contact the agency to make arrangements or misses two lease signing appointments
5. The application is withdrawn because the PHA attempted to contact the applicant and was unable to do so. In attempting to contact an applicant, the following methods shall be undertaken before an application may be withdrawn:
   - The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact PHA[xviii] either by returning the update postcard or in person, bringing proof of identity;

[xvii] All rejected applicants are entitled to a complete explanation of the reason for their rejection and an informal hearing at which they may present reasons why they should not be rejected. See the Procedure on Informal Hearings for Rejected Applicants.

- When PHA is unable to contact an applicant by first class mail to schedule a meeting, or interview or to make an offer, PHA shall suspend processing of that application until the applicant is either withdrawn (no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applicants next in sequence will be processed.

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

6. Families whose applications are withdrawn or rejected must reapply for housing when the waiting list is open.

D. Good Cause for Applicant Refusal of Unit Offer

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

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

   - The unit is not ready for move-in at the time of the offer of housing. "Ready for move-in" means the unit has no deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that **is** ready for move in.
   - The applicant has a child participating in such a program that requires residency elsewhere.
   - A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
   - The unit has lead paint and the family has children under the age of six;
   - The unit is inappropriate for the applicant's disabilities or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move;

2. If good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list.

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

E. Leasing Accessible Units

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

   - First, to a current public housing resident having a disability that requires the special features of the vacant unit.

   - Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

2. When offering an accessible/adaptable unit to a non-disabled applicant, PHA will require the applicant to agree to move to an available non-accessible unit within 30 days when a current resident

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[xviii] Except that PHA shall contact persons with disabilities according to the methods such individuals have previously designated. Such methods of contact could include verbal or in-person contact or contacting relatives, friends or advocates rather than the person with disabilities.

or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant.

F. Administering the Applicant and Transfer Waiting Lists

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

IV. Leasing Policies

A. General Leasing Policy

1. All units must be occupied pursuant to a lease that complies with HUD's regulations.[57]

2. The lease shall be signed by the head, spouse, and all other adult members of the household and by the Executive director or other authorized representative of PHA, prior to actual admission.[58]

3. If a resident transfers from one PHA unit to another, a new lease will be executed for the dwelling into which the family moves.[59]

4. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

   (a) A new lease agreement will be executed, or

   (b) A Notice of Rent Adjustment will be executed, or

   (c) An appropriate rider will be prepared and made a part of the existing lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of PHA[60].

5. Residents must advise PHA if they will be absent from the unit for more than 14 days. Residents shall notify the manager, secure the unit and provide a means for PHA to contact the resident in an emergency. Failure to advise PHA of an extended absence is grounds for termination of the lease.

B. Showing Units Prior to Leasing

1. When offering units, PHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will contact the applicant to set up a date to show the unit.

2. Once the unit is shown and the applicant accepts the unit, the PHA personnel will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. The form is reviewed for a "good cause" determination.

3. No lease will have an effective date before the unit is ready for occupancy[61].

C. Additions to the Household and Visitors

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit[62].

   - Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.

- Also included, would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure[63].
- All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

2. Addition of Foster Children

   - The PPHA will consider the following policies and tenant behavior before approving an addition of a foster child to the household:
     - A family is not eligible for a larger bedroom size as a result of the additional household member
     - Maximum occupancy guidelines must not be exceeded due to the additional household member
     - The family is not eligible for the dependent deduction for foster children
     - Any stipend received by the family for the care of a foster child will not be counted towards the families income
     - The families history of meeting lease requirements including housekeeping standards, damage to the dwelling unit and timely rent payment

3. When a resident requests approval to add a new person to the lease, PHA will conduct pre-admission screening of any proposed new adult member to determine whether the PHA will grant such approval.

   Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from PHA to add children other than those born to, adopted by or awarded by the court to the family.

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

   - Resident plans to be married and requests to add the new spouse to the lease;
   - Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
   - A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.

5. Residents who fail to notify PHA of additions to the household or who permit persons to join the household without undergoing screening are violating the lease. Persons added without PHA approval will be considered unauthorized occupants and the entire household will be subject to eviction.[64]

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

   - Visits of less than five days need not be reported to or approved by the Manager.
   - Visits of more than five and less than fourteen days are permitted, provided they are reported to the Manager within 72 hours and authorized by the manager.
   - Visits of more than 14 calendar days shall be authorized only by the Executive Director with advance documentation of extenuating circumstances.

- Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

7. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease.[65]

8. Residents will not be given permission to allow a former resident of PHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

9. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease.[66]

   - The resident shall report the move-out within 10 calendar days of its occurrence.
   - These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list.
   - Medical hardship, or other extenuating circumstances shall be considered by PHA in making determinations under this paragraph.

V. Transfer Policy

PHA has four possible types of transfers: Emergency, Administrative - Category 1, Category 2 and Category 3 transfers. The definition of each transfer is found in the Transfer section.

1. Emergency and Category 1 and 2 administrative transfers and Incentive transfers will take priority over admissions. Category 3 administrative transfers will be processed at the rate of four admissions to each transfer. The specific definitions of each type of transfer are covered in Section V, Transfers, below.

2. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in Section C above without losing their position on the transfer list.

3. Tenants who refuse a transfer offer without good cause may be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination.

4. Tenants may use the PHA Grievance Procedure if they are refused the right to transfer or if PHA is requiring them to transfer and they do not want to do so.

A. General Transfer Policy

- Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.[67]
- Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.
- Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

1. Types of Transfers: the order in which families are transferred shall be subject to the hierarchy by category set forth below.

These transfers shall take priority over new admissions

(a) Emergency Transfers are **mandatory** when PHA determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life

threatening nature; or protect members of the household from attack by the criminal element in a particular property or neighborhood[xix].

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(b) Category 1 Administrative transfers include **mandatory** transfers to: remove residents who are witnesses to crimes and may face reprisals; provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; perform work (e.g., repair, modernization, or lead hazard reduction work) above a specified scale and duration that disturbs lead-based paint or controls lead-based paint hazards;[68] or permit a family that requires a unit with accessible features to occupy such a unit.

Requests for these transfers will be made to the PHA Management Central Office with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by PHA (e.g. moving a person with mobility problems to a unit with accessible features or temporarily moving residents to a unit free of lead-based paint hazards).

(c) Category 2 Administrative transfers correct serious occupancy standards problems.

Request for these transfers will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 4 would equal more than two persons per bedroom. **These transfers are mandatory.** If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

These transfers will not take priority over new admissions. They will be processed at the rate of one transfer to four admissions for the applicable bedroom size/unit type.

(d) Category 3 Administrative transfers may be made to: correct occupancy standards,[xx] or address, situations that interfere with peaceful enjoyment of the premises.

2. Processing Transfers

(a) A centralized transfer waiting list will be administered by the Occupancy staff. Managers submit requests for transfer, including necessary documentation, to the Occupancy staff.

(b) Transfers will be sorted into their appropriate categories by the Occupancy staff. Admissions will be made in the following order:

- First: Emergency transfers, then
- Category 1 Administrative Transfers,
- Category 2 Administrative Transfers,
- Applicants, at a rate of four to every Category 3 Transfer,
- Category 3 Administrative Transfers.

(c) Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.

(d) Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination.

[xix] based on threat assessment by a law enforcement agency

[xx] Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms.

(e) Residents in a Category 2 over/under housed status will be advised in their 30 day "Notice of Result of Reexamination" that a transfer is recommended and that the family has been placed on the transfer list.

(f) When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household.

(g) Split-family transfers will be processed as Category 2 administrative transfers.

- Families that split into 2 "new" households may be transferred to two different units or
- a portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability.
- Such transfers will be made in a manner that minimizes the impact on vacant units.

D. Good Record Requirement for Transfers

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:

   - have not engaged in criminal activity that threatens the health and safety of residents and staff;
   - do not owe back rent or other charges, or evidence a pattern of late payment;
   - meet reasonable housekeeping standards and have no housekeeping lease violations; and
   - can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

2. Exceptions to the good record requirements may be made for emergency transfers or when it is to PHA's advantage[xxi] to make the transfer. The exception to the good record requirement will be made by the central transfer administrator taking into account the recommendation by the Manager.

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

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

E. Paying for Transfers

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

[xxi] A single person is living alone in a three-bedroom unit and does not want to move.

VI. Eligibility for Continued Occupancy, Annual Reexaminations, and Remaining Family Members

A. Eligibility for Continued Occupancy

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

1. Qualify as a family as defined in Section XII of this policy.
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.
5. Who are in compliance with the PHA's 8 hour per month community service requirements.[xxii 69]

B. Remaining Family Members and Prior Debt

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

C. Reexaminations

1. Regular reexaminations: PHA shall, at least once a year, re-examine the family composition and incomes of all resident families, except that families paying Flat Rent shall have their incomes reexamined only every three years.[70]
2. Special Reexaminations: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 60 days until a reasonably accurate estimate of income can be made.
   (a) Special reexamination shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.
3. Reexamination Procedures
   (a) At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.
   (b) Income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be filed in the resident's folder.
   (c) Verified information will be analyzed and a determination made with respect to[71]:
      (i) Eligibility of the resident as a family or as the remaining member of a family;

[xxii] For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under age 18

(ii) Unit size required for the family (using the Occupancy Guidelines); and

(iii) Rent the family should pay.

(d) Residents with a history of employment whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for Third-party documentation of their employment including start and ending dates.

(e) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy.[72]

(f) Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the PHA Management for termination of the lease.[73]

4. Action Following Reexamination

(a) If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment will be issued.[74]

(b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available.[75]

D. Community Service Requirement

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) added a new section to the United States Housing Act of 1937 (1937 Act). Section 12(c) of the Housing Act established the Community Service Requirement for residents of public housing. In compliance with the QHWRA and Section 12(c) of the 1937 Act, the PPHA in consultation with the Resident Advisory Board, in consultation with the Resident Advisory Board, has established a Community Service Requirement Policy for those residents residing in Public Housing[xxiii].

The following residents are exempt from the Community Service Requirement:

- Residents 62 years of age and older
- An individual that is blind or disabled, as defined under section 216(i)(1) or 1614 of the Social Security Act (422 U.S.C. 416(i)(1); 1382c), and who is unable to comply with this section, or is primary caretaker of such individual;
- Is engaged in a work activity (as such term is defined in section 407(d) of the social security Act (42 U.S.C. 607), as in effect on and July 1, 1997);
- Meets the requirements for being exempted from having to engage in a work activity under the State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the 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 (42 U.S.C. 601 et seq.) 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 in noncompliance with such program

[xxiii] applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs

Residents 18 years or older not exempt, as determined by PPHA administration in conformance with HUD rules, shall perform eight (8) hours per month of approved community service and/or economic self-sufficiency activities.

Residents' compliance will be verified during the annual recertification process. If a resident has not fulfilled the community service/economic self-sufficiency requirement during the past year, the resident must enter into an agreement with PPHA administration to comply with the requirement. If the resident does not enter into such agreement or does not comply with the stipulations in the agreement, the lease will not be renewed. The agreement must be signed by both PPHA and resident before the expiration for the lease and must include additional hours of community service or economic self-sufficiency activities to cure the past year's noncompliance.

PPHA will determine which family members are subject to or exempt from the service requirement during the recertification of family, starting January 1, 2004. The exempt or nonexempt status of family members may change throughout the year and family members, at time of recertification, must sign an agreement stating that if the status changes, the family member must contact the appropriate staff person assigned to the family's recertification and inform them of the change. PPHA staff will determine if the family member must enter into a community service or economic self sufficiency program and will explain to the resident the process and approved activities.

PPHA shall maintain written documentation of a resident's exempt or non-exempt status and documentation of community service performance in the participant files. Documentation shall include written verification by a third party and include the residents' name and address, the dates and number of hours of service performed, and certification by the third party that the service was performed in compliance with the Community Service requirement.

Approved Activities:

CATHOLIC CHARITIES
5510 PEARL RD. #305
PARMA, OH 44129
ELAINE YUSO
216-696-6525

HOLY FAMILY HOME
6707 STATE RD.
PARMA,OH 44134
YVONNE SRP
440-885-3100

PARMADALE
6753 STATE RD.
PARMA,OH 44134
LYNN DELLADONNA
440-845-7700

VET CENTER
5700 PEARL RD. #102
PARMA, OH 44129
RICHARD O'DONNELL
440-845-5023

RIDGEWOOD YMCA
6840 RIDGE RD.

PARMA, OH 44129
LORI KRUG
440-842-5200

- Other activities that are approved by PPHA Executive Director of Housing

The Executive Director of Housing will approve the activities that fulfill the community service/economic self-sufficiency requirements and will provide an updated list of approved activities to the PPHA administration for dissemination to staff and residents.

VII. Interim Rent Adjustments: Fixed Rent System

A. Adjusting Rent Between Regular Reexaminations

1. **Residents are required to report all changes in family composition or status in writing** to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. **Residents must report interim increases in income verbally or in writing.**

2. PHA will process interim changes in rent in accordance with the chart below:

INCOME CHANGE	PHA ACTION
(a) Decrease in income for any reason, except for decrease that lasts less than 30 days[xxiv]. Increase in income following PHA granting of interim rent decrease.	• PHA will process an interim reduction in rent if the income decrease will last more than 30 days. PHA will process an interim increase for income increases that follow interim rent reductions.
(b) Increase in earned income from the employment of a current household member.	• PHA will conduct an interim examination and process the increase, if the individual is eligible for an earned income disallowance, will grant the disallowance.
(c) Increase in unearned income (e.g. COLA adjustment for social security).	• PHA will complete an interim examination and process the increase immediately.
(d) Increase in income because a person with income (from any source) joins the household.	• PHA will conduct an interim examination and process the increase and process the increase.
(e) PHA will process an interim increase in rent if the resident has misrepresented or failed to report facts upon which rent is based, so the rent the Resident is paying is less than it should have been. PHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.	

3. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or his/her designee.[76]

4. PHA will process interim adjustments in rent as follows:

   (a) When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed.

   (b) Residents reporting decreases in income that are expected to last 30 or more will have an interim adjustment processed.

B. Effective Date of Adjustments

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the reported change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.

[xxiv] Decreases in income resulting from welfare fraud or from welfare cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions.

2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

VIII. Lease Termination Procedures

A. General Policy: Lease Termination

No resident's lease shall be terminated except in compliance with HUD regulations and the lease terms.[77]

Lease Terms Regarding Termination: An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

B. Notice Requirements

1. No resident shall be given a Notice of Lease Termination without being told by PHA in writing the reason for the termination.
   - The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.
   - Lease terminations for certain actions are not eligible for the Grievance Procedure, specifically: any violent criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees; and any drug-related criminal activity.[78]
2. Notices of lease termination need to be sent by first class mail and hand-delivered to the residents site address. When hand delivering the copy of the notice, it can be given to any adult who answers the door. If no one answers the door, or someone under the age of 18 does, either slide the notification under the door or attach it to the door[82].
3. Notice shall include a statement describing right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

C. Recordkeeping Requirements

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

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

D. TERMINATING THE ASSISTANCE OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING VICTIMS AND PERPETRATORS [Pub.L. 109-162, Pub.L. 109-271]

VAWA provides that "criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's

control shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, or stalking."

VAWA also gives the HA the authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant."

VAWA does not limit the authority of the PHA to terminate the assistance of any participant if the PHA "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance."

Victim Documentation

When a participant family is facing assistance termination because of the actions of a participant, household member, guest, or other person under the participant's control and a participant or immediate family member of the participant's family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, the PHA will require the individual to submit documentation affirming that claim.

The documentation must include two elements:

- A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking and one of the following:
    - A police or court record documenting the actual or threatened abuse; or
    - A statement signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional, or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The required certification and supporting documentation must be submitted to the PHA within 14 business days after the PHA issues their written request. The 14-day deadline may be extended at the PHA's discretion. If the individual does not provide the required certification and supporting documentation within 14 business days, or the approved extension period, the PHA may proceed with assistance termination.

If the PHA can demonstrate an actual and imminent threat to other participants or those employed at or providing service to the property if the participant's tenancy is not terminated, the PHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

Terminating the Assistance of a Domestic Violence Perpetrator

Although VAWA provides assistance termination protection for victims of domestic violence, it does not provide protection for perpetrators. VAWA gives the PHA the explicit authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others...without terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant." This authority supersedes any local, state, or other federal law to the contrary. However, if the PHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance [Pub.L. 109-271].

When the actions of a participant or other family member result in a PHA decision to terminate the family's assistance and another family member claims that the actions involve criminal acts of physical

violence against family members or others, the PHA will request that the victim submit the above required certification and supporting documentation in accordance with the stated time frame. If the certification and supporting documentation are submitted within the required time frame, or any approved extension period, the PHA will terminate the perpetrator's assistance. If the victim does not provide the certification and supporting documentation, as required, the PHA will proceed with termination of the family's assistance.

If the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the participant's tenancy is not terminated, the PHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

PHA Confidentiality Requirements
All information provided to the PHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

IX. Utilities

In the PHA's development, residents pay the cost of certain utilities directly to the supplier. At these properties, resident rents are reduced by an Allowance for Utilities developed by PHA in consultation with the utility supplier and reviewed by HUD.[79]

A. Resident-Paid Utilities

The following requirements apply to residents living in the development with resident-paid utilities:

1. Each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
2. When a resident's Total Tenant Payment is less than the utility allowance, PHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the utility company on the resident's behalf.
3. When the utility supplier offers a "Budget" payment plan, it shall be suggested to the resident to use this plan because it protects the resident from seasonal fluctuations in utility bills and ensures adequate heat in the winter.
4. When a resident makes application for utility service in his/her own name, he or she **shall** sign a third-party notification agreement so that PHA will be notified if the resident fails to pay the utility bill.
5. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Notice of Rejection.
6. Paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for lease termination and eviction.

B. Excess Utility Charges

1. Check-metered developments or buildings: In buildings that are check metered, residents shall have consumption-based utility allowances that reflect the size and type of units and actual equipment provided by PHA. Check meters shall be read by PHA and each tenant charged for consumption in excess of the utility allowance.

2. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

X. Rents/Flat Rents

A. Flat Rents

The PPHA flat rent schedule will be based on the market rents charged for comparable units in the private unassisted rental market. The PPHA will use a reasonable method to determine the flat rent for its Public Housing units. The reasonable method can take into consideration the location, quality, size, unit type, and age of the unit, as well as any amenities, housing services, maintenance, and utilities provided by the PPHA.

The PPHA will review and adjust its flat rent schedule annually. The PPHA will maintain records that document the reasonable method used to determine flat rents, how the flat rents were determined in accordance with this method, and what flat rents are offered to families under this method.

B. Income-Based Rents

Income-based rents will be calculated based on the higher of:

1. 30 percent of monthly Adjusted Income; or
2. 10 percent of Monthly Income.

C. Resident Choice

Residents may choose rental payments annually, based on either a Flat Rent or the Income-Based Rent method. During the annual re-certification process, PPHA will provide residents with information on both an income-based rent and a flat rent. A Worksheet will be provided on how income-based rent is determined and the flat rate schedule. The Resident is required to make a choice of rental payment of either the income-based rent or the flat rent per bedroom size in writing to PPHA within ten (10) business days from the date of the re-certification appointment.

For Residents who elect to pay an income-based rent, PPHA will conduct a re-certification of family's income and composition annually and must make appropriate adjustments in the rent after consultation with the family and upon verification of the information.

For Residents who elect a flat rent, PPHA will conduct a review of income once every three (3) years. However, residents must still comply with established policies on annual re-certification of family composition and compliance with the Community Service requirements.

PPHA will allow Residents to switch from a flat rent to an income-base rent due to financial hardship. A Resident is experiencing financial hardship if the following circumstances are met:

1. The Resident has experience a decrease in income due to:
   (a) Loss or reduction of employment income that is expected to last at least sixty (60) days
   (b) Loss of income due to death of a family member
   (c) Reduction in or loss of earnings or other assistance
   (d) Excessive education or training expenses
2. The Resident has experienced an increase in expenses as follows:
   (a) An increase in medical cost in excess of 3% of annual income

(b) An increase in child care expenses, not pre-paid or reimbursed, for the care of a family member under the age of 13, so that another family member can work, go to school, or participate in a self-sufficiency program

(c) An increase caused by a family member's enrollment in an institution of higher learning or secondary education

XI. Pet Policy

Residents shall not, except hereinafter provided or otherwise, keep any domestic or other animals of any kind, nature or description in or about the premises.

Residents shall be permitted to have the following types of animals on the premises provided that such permission does not threaten the health, safety, or right for peaceful enjoyment of others.

(a) Fish, provided that the capacity of the aquarium or other container does not exceed twenty (20) gallons and must be kept on first floor of residential unit. Care must be taken not to allow for flooding that will cause damage to the residential unit.

(b) No more than two (2) birds, excluding pigeons or birds of prey, provided that the birds are kept in a cage appropriate for their number, size and nature. Surrounding cage area must be kept clean in order to not cause damage to the residential unit.

The provisions set forth in this policy for maintaining pets in units do not apply to handicapped individuals. In these circumstances,

(i) The tenant or prospective tenant certifies in writing that the tenant or a member of his or her family is a person with a disability; and

(ii) The animal has been trained to assist persons with that specific disability; and

(iii) The animal actually assists the person with a disability.

XII. Definitions and Procedures to be used in Determining Income and Rent

A. Annual Income[80]

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

2. The net income from 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.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for 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.

   If the Family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD.

4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);

6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and

8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See item B. 7. below concerning pay for exposure to hostile fire.)

B. Items not included in Annual Income[81]

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;

2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone).

3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);

   [See paragraph 14. below for treatment of delayed or deferred periodic payments of Social Security or Supplemental Security Income benefits.]

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

5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies).

6. The full amount of student financial assistance paid directly to the student or the educational institution.

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

8. Certain amounts received that are related to participation in the following programs:

(a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);

(b) 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);

(c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;

(d) A resident services stipend. A resident services stipend is a modest amount (not to exceed $200/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, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and

(e) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the 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 a limited period as determined in advance by the PHA.

9. Temporary, non-recurring, or sporadic income (including gifts);

10. 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;

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

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

13. Earned Income Disallowance: The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the 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 due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, **will not be increased during the exclusion period**. For purposes of this paragraph, the following definitions apply:

    (a) State-funded assistance, benefits or services means 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 agencies administering Temporary Assistance for Needy Families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least $500.

    (b) During the 12-month period beginning when the member first qualifies for a disallowance, the PHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.

(c) Regardless of how long it takes a resident to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.

(d) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).

14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.

15. 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;

16. 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;

17. 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. Updates will be published and distributed when necessary.)The following is a list of benefits excluded by other Federal Statute:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 **[7 USC 2017 (h)];**
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 **[42 USC 5044 (g), 5088]**; 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), and the Older American Committee Service Program;

— National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;

— Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

- 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 Health and Human Services' 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, 90 State 2503-04];**
- 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 **[25 USC 117b, 1407];** and

- 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 of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.

- Payments received from programs funded under Title V of the Older Americans Act of 1965 **[42 USC 3056 (f)]:**

— Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), 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 Agent Orange product liability litigation;*
- *Payments received under the Maine Indian Claims Settlement Act of 1980* ***(Pub. L. 96-420, 94 Stat. 1785)****;*

- *The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990* ***(42 USC 9858q)****;*
- *Earned income tax credit refund payments received on or after January 1, 1991* ***(26 USC 32 (j)).***
- *Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;*
- *Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;*

C. Anticipating Annual Income[25]

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for 9 months, or for tenants receiving unemployment compensation.)

C. Adjusted Income[26]

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions:

For All Families

1. **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 Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by PHA when the expense is incurred to permit education or to seek employment.

2. **Dependent Deduction** — An exemption of $480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.

3. **Work-related Disability Expenses** — A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the 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 the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

   a. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

   b. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual

[25] 24 CFR §5.609(d)
[26] 24 CFR § 5.611

Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

For elderly and disabled families only:

4. **Medical Expense Deduction** — 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, health 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 PHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

   a. For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.

   b. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

5. **Elderly/Disabled Household Exemption** — An exemption of $400 per household. See Definitions in Appendix II.

6. **Optional Deductions/Exemptions**: PHA may amend this policy and grant further deductions. Any such deduction would be noted here.

D. Computing Rent

1. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which may be paid to the tenant or, directly to the utility company by the PHA.

2. **Total Tenant Payment is the highest of:**

   - **30% of adjusted monthly income**; or
   - **10% of monthly income;** but never less than the
   - **Minimum Rent**; and never more than the
   - **Flat Rent, if chosen by the family**

3. Tenant rent is computed by subtracting the utility allowance for tenant-supplied utilities (if applicable) from the Total Tenant Payment. In developments where the PHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.

4. The Minimum Rent shall be $50 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the $50 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would be limited to the following:

   - The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
   - The family would be evicted as result of the imposition of the minimum rent requirements;
   - The income of the family has decreased because of changed circumstances, including loss of employment;

- A death in the family has occurred; or
- Other circumstances as determined by PHA

The minimum rent hardship exemption is retroactive to October 21, 1998, so if any resident who qualified for the hardship exemption was charged a minimum rent since that time, the resident may be entitled to a retroactive credit.

5. At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income-based rent or the Flat Rent applicable to the unit they will be occupying.

XIII - Family Debts To The PHA

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

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

- Requests for lump sum payments
- Civil suits
- Payment agreements
- Collection agencies

A. Payment Agreement For Families (Also; see Repayment Agreement Policy)

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 PHA will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to the PHA.

There are some circumstances in which the PHA will not enter into a payment agreement. They are:

- The amount is too small
- The participant has a history of non-payment

The maximum length of time the PHA will enter into a payment agreement with a family is determined by the Housing Agency.

B. 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, and the family has not contacted or made arrangements with the PHA, the PHA will:

- Require the family to pay the balance in full
- Pursue civil collection of the balance due
- Terminate the housing assistance
- Grant an extension of 5 days

C. Debts Due To Misrepresentations/Non-Reporting Of Information

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 payment procedures stated in this Plan.

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 minimum monthly payment will be $ 50.00

The maximum length of time the PHA will enter into a payment agreement with a family is one year.

Guidelines For Payment Agreements

Payment agreements will be executed between the PHA and the head of household and spouse or co-head jointly as applicable.

A payment agreement will be considered to be in default when it is in arrears for 5 days.

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the payment agreement is current:

- Family size exceeds maximum occupancy standards

- A natural disaster

If the family already has a payment agreement in place and incurs an additional debt to the PHA:

- The additional debt must be paid in full. The PHA will not enter into more than one payment agreement with the family.

E. Writing Off Debts

Debts will be written off if:

- The debtor's whereabouts are unknown.
- A determination is made that the debtor is judgment proof.
- The debtor is deceased.
- The debtor is confined to an institution indefinitely or for more than 3 years.
- However, this will not eliminate the duty to pay the debt if the family seeks assistance after the debt is written off.

See **PPHA write-off policy.**

Regulatory Citations for Appendix III

1 24 CFR Part 1
2 24 CFR Part 100
3 24 CFR Part 8
4 24 CFR Part 146
5 24 CFR § 960.103
6 24 CFR § 960.203
7 24 CFR §§ 8.21, 8.23, 8.24, and 8.25
8 24 CFR § 100.204
9 24 CFR § 8.24(a)(2)
10 24 CFR § 8.24
11 24 CFR § 8.23(b)
12 24 CFR § 8.24 (a) (1)
13 24 CFR § 8.24 (b)
14 24 CFR § 8.32 (c)
15 24 CFR § 8.26
16 24 CFR § 8.26
17 24 CFR § 8.32 (c)
18 .24 CFR § 8.32 (c) and § 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)
19 24 CFR § 906. 202 (a)
20 24 CFR § 8.20 and 8.21
21 24 CFR § 8.6
22 24 CFR § 8.6
23 24 CFR § 8.6
24 24 CFR § 8.6
25 24CFR § 960.103(b)
26 24 CFR § 5.500 Subpart E
27 24 CFR § 5.216
28 24 CFR § 960.203
29 24 CFR 960.206
30 24 CFR § 85.42
31 24 CFR § 960.206 (c)
32 24 CFR § 960.206(e)
33 24 CFR § 960.206(a)(4)
34 24 CFR § 960
35 24 CFR § 960.203 (c)
36 24 CFR § 960.203 (c)
37 24 CFR § 960.203
38 24 CFR § 8.3 Definition: Qualified individual with disabilities
39 24 CFR §960.203
40 24 CFR § 960.203 (c)(1)
41 24 CFR § 960.208
42 24 CFR § 960.203 (c)(1)
43 24 CFR § 960.203 (c)(2)
44 24 CFR § 960.203 (c)(3)
45 24 CFR § 8.2 Definition: Qualified Individual with Disabilities
46 24 CFR § 960.202(a)
47 24 CFR § 8.2 Definition: Qualified Individual with Disabilities
48 24 CFR §960.203(d)
49 24 CFR § 960.203 (d)
50 24 CFR § 5.403
51 24 CFR § 5.603
52 24 CFR § 5.500

[53] 24 CFR § 5.400
[54] 24 CFR § 960.203
[55] 24 CFR § 960.208(b)
[56] 24 CFR § 960.208(a)
[57] 24 CFR § 966
[58] 24 CFR § 966.4 (p)
[59] 24 CFR § 966.4 (c)(3)
[60] 24 CFR § 966.4 (o)
[61] 24 CFR§ 966.4 (i)
[62] 24 CFR §§ 960.203 (c) and 966.4(a)(1)(v)
[63] 24 CFR § 966.4 (f)(3) & (c)(2)
[64] 24 CFR § 966.4 (f)(3)
[65] 24 CFR § 966.4 (f)(2)
[66] 24 CFR § 966.4 (f)(3)
[67] 24 CFR § 100.5
[68] 24 CFR § 35.1345(a)(2)
[69] 24 CFR § 5.508
[70] 24 CFR § 960.257
[71] 24 CFR § 960.259(c)
[72] 24 CFR § 5
[73] 24 CFR § 966.4 (c)(2)
[74] 24 CFR § 966.4(c) & (o)
[75] 24 CFR § 966.4 (c)(3)
[76] 24 CFR § 960.259 (c)
[77] 24 CFR § 966.4 (l)(2)
[78] 24 CFR § 966.4 (l)(3)
[79] 24 CFR § 965 & 966.4 (b)(2)
[80] 24 CFR 5.609
[81] 24 CFR § 5.609
[82] HUD Handbook 4350.3, par. 8-6(A)(4)