



## **PARMA PUBLIC HOUSING AGENCY:**

### **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**



Revised 10/11/2016

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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 (24 CFR, Part 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 (24 CFR, Part 100 );*
- *Executive Order 11063;*
- *Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities (24 CFR, Part 8);*
- *The Age Discrimination Act of 1975, which establishes certain rights of the elderly (24 CFR, Part 146);*
- *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 (24 CFR §960.103).*

2. The PPHA 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 PPHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD.

3. PPHA 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<sup>1</sup>;
- c. Subject anyone to segregation or disparate treatment;

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<sup>1</sup> PPHA 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.

- d. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
  - e. Treat anyone differently in determining eligibility or other requirements for admission;
  - f. Deny anyone access to the same level of services<sup>2</sup>; or
  - g. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
4. PPHA 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 (24CFR §960.203).
5. PPHA 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 PPHA'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. PPHA **may**, upon request by an applicant or resident with a disability:
    - Make structural modifications to its housing and non-housing facilities (24CFR §§ 8.21,8.23, 8.24, and 8.25); and
    - Make reasonable accommodations in its procedures or practices (24CFR §100.204) **unless** such structural modifications or reasonable accommodations would result in an undue financial<sup>3</sup> and administrative burden on the Authority (24CFR §8.24 (a)(2) or would result in a fundamental alteration in the nature of the program.
  - b. In making structural modifications to "Existing housing programs" (24CFR §8.24) or in carrying out "Other Alterations" (24CFR §8.23 (b) for otherwise qualified persons with disabilities, PPHA **may**, but is not required to:
    - Make each of its existing facilities accessible(24CFR §8.24 (a)(1); or
    - Make structural alterations when other methods can be demonstrated to achieve the same effect (24CFR §8.24(b);
    - Make structural alterations that require the removal or altering of a load-bearing structural member(24CFR §8.32(c);
    - Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level (24CFR §8.26).
  - c. When the PPHA is making "Substantial Alterations"<sup>4</sup> to an existing housing facility PPHA **may**, but is not required to:

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<sup>2</sup> This requirement applies to services provided by PPHA and services provided by others with PPHA'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.

<sup>3</sup>Considering all the PPHA's sources of revenue, including both operating and capital funds.

<sup>4</sup>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.

- Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level (24CFR §8.26);
- Make structural alterations that require the removal or altering of a load-bearing structural member (24CFR §8.32(c); or
- Make structural alterations to meet minimum accessibility requirements where it is structurally impractical<sup>5</sup> also. (24CFR §8.32(c) and § 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3).

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

6. PPHA will not permit these policies to be subverted to do personal or political favors. PPHA 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 (24CFR §906.202 (a))

## **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<sup>6</sup> will be made subject to the undue financial and administrative burden test (24CFR §8.20 and 8.21).

2. Documents used by applicants and residents will be accessible for those with vision or hearing impairments (24CFR §8.6). 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<sup>7</sup>.

3. PPHA 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, PPHA 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 (24CFR §8.6).

4. When PPHA has initial contact with the applicant, PPHA 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 PPHA; 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. (24CFR §8.6) In addition, the PPHA'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 PPHA.

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<sup>5</sup> 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.

<sup>6</sup> 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.

<sup>7</sup> 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.

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

### **C. Violence Against Women Act- Notification to Landlords and Participants [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 PPHA 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 PPHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers. The PPHA will also include in all assistance termination notices a statement explaining assistance termination protection provided by VAWA.

### **D. Limited English Proficiency (LEP) Policy**

1. PPHA will implement a Language Access Plan consistent with the federal guidelines issued by HUD. The purpose of the Plan is to ensure that LEP persons can effectively participate in and benefit from the PPHA public housing program. LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

Applicants who read or understand little English may furnish an interpreter who can explain what is going on. PPHA is not required to pay the costs associated with having a foreign language interpreter.

2. PPHA will use a four-factor analysis to determine the level of access needed for LEP individuals who speak a particular language. The four factors are:
  - a. The number or proportion of LEP persons eligible to be served or likely encountered by the public housing program;
  - b. The frequency with which LEP persons come into contact with the program;
  - c. The nature and importance of the program, activity, or service provided by the program to people's lives; and
  - d. The resources available to PPHA and costs.

Balancing the four factors will result in meaningful access by LEP persons to critical services while not imposing undue burdens on PPHA, and allow PPHA to provide an appropriate level of language assistance.

Where feasible and the resources are available, the PPHA shall utilize bilingual staff/volunteers to act as interpreters and translators, will pool resources with other PPHA's, and will standardize documents. Where feasible and possible, the PPHA will encourage the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the PPHA. The interpreter may be a family member or friend.

## **E. EQUAL ACCESS RULE**

The Equal Access Rule requires that Public Housing programs are open to all eligible individuals regardless of sexual orientation, gender identity, or marital status. 24 CFR 5.105(a)(2) states: a determination of eligibility for housing that is assisted by HUD shall be made in accordance with the eligibility requirements provided for the program by HUD and shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. In addition, no owner or administrator or other recipient of HUD-assisted housing may inquire about the sexual orientation or gender identity of an applicant for, or occupant of HUD-assisted housing for purposes of determining eligibility or otherwise making such housing available.

## **F. DEFINITIONS**

1. Gender identity is defined as actual or perceived gender-related characteristics.
2. Sexual orientation is defined as homosexuality, heterosexuality, or bisexuality.
3. Family includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
  - a. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
  - b. A group of persons residing together and such group includes, but is not limited to:
    - i. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
    - ii. An elderly family;
    - iii. A near-elderly family;
    - iv. A disabled family;
    - v. A displaced family; and
    - vi. The remaining member of a tenant family.
4. Per 24 CFR 5.403 a disabled family is defined as a family whose head (including co-head), spouse or sole member is a person with a disability.
5. Per 24 CFR 5.403 an elderly family is defined as a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age.
6. Per 24 CFR 5.403 a near-elderly family is defined as a family whose head (including co-head), spouse or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together, or one or more persons who are at least 50 years of age but below the age of 62.



## **II. Eligibility for Admission and Processing of Applications**

### **A. Affirmative Marketing**

1. PPHA 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. PPHA 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 (24CFR §103 (b)).

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 PPHA's responsibility to provide reasonable accommodations to people with disabilities.

### **B. Qualifying for Admission**

1. It is PPHA's policy to admit **only** qualified applicants<sup>8</sup>.
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 (24CFR §5.500, Subpart E);
  - 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 all family members, or certifies that they do not have Social Security numbers (24CFR §5.216 and PIH 2012-10 (HA)); and meets the Applicant Selection Criteria in Section II. F. of these policies (24CFR §960.203).

If a child under the age of 6 years was added to the applicant's household within the 6-month period prior to the household's date of admission, the applicant may become a resident so long as the required Social Security Number documentation is provided to the PHA within 90 calendar days from the date of admission into the program. The PHA must grant an extension of one additional 90-day period if the PHA determines that the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the

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<sup>8</sup> 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 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**.

assistance applicant. If the applicant family fails to produce the documentation required within the required time period the PHA terminates program participation according to 24 CFR 5.218.

### **C. Establishing and Maintaining the Waiting List**

1. It is the policy of PPHA 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 PPHA's waiting list has sufficient applications to fill anticipated vacancies for the coming 12 months, PPHA 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 (24CFR §960.206);.
  - 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 PPHA 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, PPHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

### **D. Opening and Closing Waiting List**

PPHA will use its Procedure on Opening and Closing the Waiting List<sup>9</sup> to determine whether the waiting list(s) should be closed.

The PPHA will utilize the following procedures for opening and closing the waiting list:

When the PPHA opens their waiting list, the PPHA will advertise through public notice in the following newspapers, minority publications and media entities, locations, and programs that applications are being accepted:

- The Cleveland Plain Dealer
- Call and Post
- Sun Newspapers

PPHA will take steps to ensure that notice reaches eligible individuals with disabilities and those with limited-English proficiency. PPHA will reach out to persons with disabilities residing in institutions transitioning to community-based settings and those with limited-English proficiency. This may be accomplished by targeting social service agencies, nursing homes, psychiatric hospitals, mental health facilities, Money Follows the Person agencies, and Medicaid agencies. (PIH Notice 2012-34)

The notice will contain:

- The dates, times, and the locations where families may apply;
- The programs for which applications will be taken;
- A brief description of the programs;
- A statement that Public Housing residents must submit a separate application if they want to apply for HCV; and
- Limitations, if any, on who may apply.

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<sup>9</sup>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.

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

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

The PPHA will specify the closing date in the same public notices that announce the opening date of the waiting list. The notice will also state any limitation on the number of pre-applications that will be selected during the lottery process. The PPHA will limit the number of pre-applications placed on the waiting list based upon its estimate of the number of applicants needed to fill openings for the next 36 months. Any pre-applications remaining after the maximum number to be selected will be discarded.

### 1. Updating the Waiting List

- a. Once each year PPHA will update each waiting list sublist by contacting all applicants in writing<sup>10</sup>. If, after one attempt in writing<sup>11</sup>, no response is received, PPHA will withdraw the name of an applicant from the waiting list.
- b. At the time of initial intake, PPHA will advise families that they must notify the PHA when their circumstances, mailing address or phone numbers change.
- c. PPHA will remove an applicant's name from the waiting list only in accordance with its' Procedure on Updating the Waiting List and Removing Applications.

2. 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.

### 3. 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 PPHA so their status can be recertified or re-verified. 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 PPHA 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.

## E. Processing Applications for Admission

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

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<sup>10</sup> Or by the method designated at initial application by applicants with disabilities.

<sup>11</sup> The written communication will be sent by first class mail.

## 2. Interviews and Verification Process

As applicants approach the top of the waiting list, they will be contacted and asked to come to the PPHA 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 PPHA's **Procedure on Verification**, to determine qualification for admission to PPHA'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 (see requirement for children under 6 added to applicant household within 6 months prior to admission (II.A.b.d.));
- (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, PPHA will also use (1) phone verifications with the results recorded in the file, dated, and signed by PPHA 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.

d. As per PIH Notice 2013-15, PHAs must determine whether an individual or family was homeless at the time of admission. This information must be reported at question 4C on HUD form 50058. PPHA will accept self-reporting of homeless status and will not third-party verify said homeless status. HUD's definition of homeless for IMS-PIH reporting (50058) is defined as the following two categories:

(i). An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings including a car, park, abandoned building bus or train station, airport or camping ground; or an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or an individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

(ii.) An individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to

violence against an individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence and has no other residence and lacks the resources or support networks (family, friends, and faith-based or other social networks) to obtain other permanent housing.

3. PPHA'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 PPHA 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. PPHA, in compliance with HUD Notice 2009-13, will notify applicants at the time of application of their right to include as part of their application the name, address, telephone number and other relevant information of a family member, friend, or social, health, advocacy or other organization. This individual or organization may be contacted by the O/A or PPHA to help in resolving issues that may arise during the applicant's tenancy or to assist in providing special care or services the applicant may require as a tenant. PPHA will commit to providing applicants with Form HUD-92006 as an attachment to the PPHA's application.

4. VAWA Certification and Confidentiality:

The Public Housing Agency will 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 PPHA 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."

a. 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.

b. 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 30 calendar days after the public housing agency requests such certification in writing. If the certification is not received within 30 calendar days of the written request, nothing will limit the Housing Agency's ability to evict/terminate assistance. The Housing Agency may extend the 30 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.

#### **F. 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 PPHA's Selection Criteria before being offered a unit.
2. Factors other than preferences that affect the selection of applicants from the waiting list (24CFR §960.206 (c)). Before applying its preference system, PPHA will match the characteristics of the available unit to the applicants available on the waiting list. Unit size, accessibility features, or types 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, PPHA will give a preference to families that include persons with disabilities who can benefit from the unit's features (24CFR §960.206 (b) (3) and §960.206 (b) (5)). 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, PPHA 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, PPHA 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)* (ORC, Title 37, Chapter 3735, §3735.42): 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. *Local Preference:* Applicant families who reside in Cuyahoga County or who are working or have been notified they will be working in Cuyahoga County at the time of application. The preference will not be based on length of residency or employment in Cuyahoga County. At the time of initial application, applicants will be required to certify preference eligibility. Prior to application approval, applicants will need to verify preference eligibility. If it is determined that the applicant is not eligible for the preference they will receive written notification of why they are not eligible. The residency preference is required to accommodate families in Cuyahoga County in need of safe, decent, and affordable housing as evidenced by the 2015 American Communities Survey. According to the survey, 10.8% of total households have income at or below \$10,000.00 per year, 6.7% of total households have income between \$10,000.00 - \$14,999.00, and 12.6% of total households have income between \$15,000.00 - \$24,999.00 per year. The residency preference will be administered in a manner that does not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, marital status, gender identity, sexual orientation or age of any member of the applicant family. In order to ensure that the residency preference complies with non-discrimination and equal opportunity requirements, routinely PPHA will conduct an analysis of need and will examine its' waiting list and participant demographics to determine if the preference has a disparate impact on a protected class.

c. *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.

#### 4. Administration of the Preferences

- a. Depending on the time an applicant may have to remain on the waiting list, PPHA 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. PPHA will use a pre-application to obtain the family's certification that it qualifies for a preference. The family will be advised to notify PPHA 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.

#### 5. Selection method. (24CFR § 960.206 (e) (Rev.10/12))

- a. The PPHA must use the following to select among applicants on the waiting list with the same priority for admission:
  - (i) Date and time of application; or

- (ii) A drawing or other random choice technique.

PPHA will select applications based upon date and time of applications and incorporate the established and HUD permissible local preferences as defined in this ACOP.

b. The method for selecting applicants must leave a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the PPHA plan.

PPHA will maintain all rejected, denied, or removed applications for a period of no less than three (3) years from the date of the application rejection, denial or removal.

#### 6. Notice and Opportunity for a Meeting (§960.206 (a) (4))

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

- (a) PPHA 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 PPHA's designee to review the determination.
- (b) If the applicant requests the meeting, PPHA 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 PPHA. 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 PPHA's decision to deny the preference.

#### G. Screening Applicants for Admission

1. All applicants shall be screened in accordance with HUD's regulations established in the 24 CFR §960 and sound management practices. During screening, PPHA 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. This will include the PPHA conducting a review of an applicant's outstanding debt. PPHA has established a debt ceiling limit of **\$25,000**. An applicant with an outstanding debt amount greater than the established debt ceiling limit will result in PPHA rejecting the application on the basis that the applicant would be unable to pay rent and other charges.;
- (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;
- (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 PPHA;
- (h) PPHA will not deny a tenancy to a potential resident on the basis of the person having experienced a prior bed bug infestation or give a preference to an applicant that has not had a prior infestation. (PIH Notice 2012-17)

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

- (a) Applicant ability and willingness to comply with the essential lease requirements will be 16



checked and documented in accordance with PPHA'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 be paid by the PPHA.

- (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 (24CFR §960.203 (c));
  - (ii) Adversely affect the physical environment or financial stability of the project (24CFR §960.203 (c));
  - (iii) Violate the terms and conditions of the lease (24CFR §960.203);
  - (iv) Require services from PPHA staff that would alter the fundamental nature of PPHA's program (24CFR §8.3 Definition: Qualified individual with disabilities).
- (c) PPHA 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 (24CFR §960.203).
- (d) PPHA will complete a credit check and a rental history check on all applicants.
- (e) Payment of funds owed to PPHA or any other housing authority is part of the screening evaluation.
- (f) PPHA will complete a criminal background check on all adult applicants or any member for whom criminal records are available. Before the PPHA rejects an applicant on the basis of criminal history, the PPHA 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 (24CFR §960.208).
- (g) If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, the PPHA will 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) PPHA'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 (24CFR §960.203 (c) (1).
  - 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 (24CFR §960.203 (c) (2).
  - History of criminal activity on the part of any applicant family member.
  - History of violent criminal activity<sup>xii</sup> 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 (24CFR §960.203 (c)(3).
  - PHA will 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 will, 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; in this case PPHA has established a period of three (3) years.
  - 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 PPHA's lease (24CFR §8.3 Definition: Qualified individual with disabilities).<sup>12</sup>
3. PPHA will utilize the following methodology when necessary to verify the custody of a minor(s) and/or current household composition:
- Verification requests sent to the respective Cuyahoga County Agency(ies).
  - Verification requests sent to the respective school(s), in order to verify household address; date of attendance; and/or any other relevant information that would establish the existence of another household other than the subsidized unit of the minor/dependent.
  - Verification requests sent to the local and/or surrounding Postal Agency (ies) in order to determine who is receiving mail at the applicant's current address.
4. PPHA rejection of applicants for criminal and drug related activity.
- (a) The PPHA is **required** to reject the applications for certain households 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 PPHA shall reject the application of any applicant for three years from the date of eviction. However, the PPHA may admit the household if the PPHA determines that (24CFR §960.202 (a)):
    - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the PPHA, 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.<sup>13</sup>
  - The PPHA 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 the 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 – lifetime registration will be determined via use of the Dru Sojodin website (HUD Notice 2009-11 and HUD Notice 2012-28). Applicants for admission must provide a complete list of all States in which any household member has resided and must answer the question regarding whether any member of the applicants household is subject to a lifetime sex offender registration requirement in any State. If any member of the household is subject to a lifetime sex offender registration, PPHA will offer to remove said member from the household. The household member will have the right to dispute the criminal report.

<sup>12</sup> 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 PPHA 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

<sup>13</sup> 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.

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<sup>14</sup>.

- Convictions for any and all felony crimes, including those listed in the table below shall result in the PPHA denying the applicant admission to PPHA administered housing for a period of three (3) years from fully completing their sentence and any remaining portion of their sentence if out on parole: **(Table is not all-inclusive or reflective of all Felony crimes that will result in applicant rejection)**

Crime	ORC #
Aggravated Murder	2903.01
Murder	2903.02
Felonious Assault	2903.11
Aggravated Assault	2903.12
Permitting Child Abuse	2903.15
Kidnapping	2905.01
Abduction	2905.02
Criminal Child Enticement	2905.05
Rape	2907.02
Sexual Battery	2907.03
Unlawful Sexual Conduct with Minor	2907.04
Gross Sexual Imposition	2907.05
Aggravated Arson	2909.02
Endangering Children	2919.22

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

- A conviction for violent criminal activity<sup>15</sup>.
- A conviction for drug use or drug related criminal activity within three (3) years from the date of full application
- Unpaid balances owed PPHA by the applicant for any program that PPHA operates (24CFR §960.203 (c) (1).
- 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.
- When a crime occurs "near" an assisted or subsidized building, the Housing Agencies definition for "near" will be less than or equal to 25 miles. **(Rev. 9/12)**

<sup>14</sup> 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.

<sup>15</sup> *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, but is not limited to, 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".

- (c) The PPHA **will** reject applications for certain applicants as a result of other criminal activity that has occurred within the past three (3) years. Arrests for and any resulting convictions of misdemeanors will be considered grounds for rejection if the charge contains a component of violence, drug related, or is sexual in nature. PPHA will review misdemeanor offenses on a case by case basis.
- If any member of the household has been evicted from federally assisted housing within the past five (5) years.

5. Screening applicants who claim mitigating circumstances.

- (a) If negative information is received about an applicant, PPHA 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 (24CFR §960.203 (d).
- (b) Mitigating circumstances<sup>16</sup> 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, PPHA shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. PPHA 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 (24CFR §960.203 (d) :
  - (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. PPHA 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.

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<sup>16</sup> The discussion of mitigating circumstance in this paragraph is applicable to all applicants. PPHA is required by regulation to consider mitigating circumstance, see 24 CFR § 960.203 (d)(1).

## 6. Qualified and Unqualified Applicants

- (a) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the applicant as a family (24CFR §5.403). PIH Notice 2014-20 requires family to be defined as a person or group of persons, as determined by the PHA consistent with 24 CFR 5.403, approved to reside in a unit with assistance under the program.
  - (ii) Eligibility of the applicant with respect to income limits for admission (24CFR §5.603);
  - (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status (24CFR §5.500);
  - (iv) Unit size required for and selected by the family;
  - (v) Preference (if any) to which the family is entitled (24CFR §5.400); and
  - (vi) Qualification of the applicant with respect to the Selection Criteria (24CFR §960.203).
- (b) Qualified families will be notified by PPHA of the approximate date of admission insofar as that date can be determined (24CFR §960.208 (b)), however the date stated by PPHA 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 Application Rejection from PPHA, stating the basis for such determination and offering an opportunity for informal hearing (see **Procedure for Informal Hearing for Rejected Applications**). 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 (24CFR §960.208 (a)).
- (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.

## H. 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**

<u>Number of Bedrooms</u>	Min Persons/Unit ( <u>Larg est Unit Size</u> )	Max Persons/Unit ( <u>Small est Unit Size</u> )
0BR		
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10

*Currently PPHA has only 2 and 3 bedroom units located in their Chevybrook Community. The other bedrooms sizes are provided for informational purposes.*

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 will 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. The exception is a child under the age of two, regardless of gender, does not qualify for a separate bedroom as long as maximum occupancy guidelines are not exceeded.
- (h) A live-in attendant will be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
  - A Live-in Attendant, in accordance with HUD's definition located in the 24 CFR Section 5.403 & 24 CFR 5.609(b) is defined as a "person who resides with one or more elderly persons, near-elderly persons or persons with disabilities and who is: (1) determined to be essential to the care and well-being of the persons; (2) is not obligated for the support of the persons; and (3) would not be living in the unit except to provide the necessary supportive services.
  - It should be noted that the definition applies to a specific person.
  - In accordance with this definition, a live-in aide is not a member of the assisted family.
  - Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides.

A live-in aide is treated differently than family members:

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
- Live-in aides are not subject to non-citizen rule requirements.
- Live-in aides may not be considered as a remaining member of the tenant family.
- Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.
- A live-in aide may only reside in the unit with the approval of the PPHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly (50-61) or disabled.

- The PPHA will approve a live-in aide, if needed, as a reasonable accommodation to make the program accessible to and usable by the family member with a disability in accordance with HUD requirements.

At any time, the PPHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

- The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
  - The person commits drug-related or violent criminal activity; or
  - The person currently owes rent or other amounts to the PPHA or to another PPHA in connection with HCV or Public Housing assistance under the 1937 Act.
  - The person fails to provide documentation to permit the PPHA to conduct the required screening.
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 will 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. This agreement to occupy the smaller unit will remain in effect for the entire 12 months of the initial lease term. Upon satisfying the initial lease term, the family would then be eligible to request a unit transfer to the appropriate size unit.
  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 will have to wait longer for a unit offer.
  7. The PPHA 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**

##### Community-wide Waiting List

It is PPHA'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.

PPHA 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 Applicants**

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 will not be permitted to reapply for housing for 12 months.
2. PPHA 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, PPHA will give preference to families that include a person with disabilities who can benefit from the unit features.
4. As per HUD requirements, not less than 40 percent of the units that become available during each PHA fiscal year must be made available for occupancy to extremely low-income families. If the income targeting requirement is not being met, then an extremely low-income family may be offered a unit before a non-extremely low-income family even if the non-extremely low-income family is a higher ranking applicant.
5. The applicant must accept the vacancy offered within 7 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, PPHA will send a certified letter, return receipt requested.
6. 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, PPHA needs a waiting list that is accurate. While each applicant must keep PPHA apprised, in writing, 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 application 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<sup>17</sup>; 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 PPHA 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 PPHA<sup>18</sup> either by returning the update postcard or in person, bringing proof of identity;
  - When PPHA is unable to contact an applicant by first class mail to schedule a meeting, or interview or to make an offer, PPHA will 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, in writing, to PPHA attempts to contact them because of verified situations related to a disability shall be entitled to reasonable accommodation. In such circumstances PPHA will 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.

<sup>17</sup> All rejected applications 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 Applications.

<sup>18</sup> Except that PPHA 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.

- 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. PPHA 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, PPHA 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, PPHA will require the applicant to agree to move to an available non-accessible unit within 30 days when a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant.

#### **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. (24CFR §966)
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. (24CFR §966.4(p))
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. (24CFR §966.4 (c) (3))
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 (24CFR §966.4 (o)).
5. Residents must advise PHA, in writing, if they will be absent from the unit for more than 14 days. Residents must provide the written notice to the manager, secure the unit and provide a means for PHA to contact the resident in an emergency. Failure to advise PHA, in writing, of an extended absence is grounds for termination of the lease based upon abandonment of the unit or residing in another unit other than the subsidized unit currently under 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 (24CFR §966.4(j)).

##### **C. Additions and Deletions 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 (24CFR §960.203 (c) and 966.4 (a) (1) (v)).
  - 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 (24CFR §966.4 (f) (3) and (c) (2), the visitor, was reported to the PPHA, in writing.
  - 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 family's income.
    - The family's history of meeting lease requirements including housekeeping standards, damage to the dwelling unit and timely rent payment.
3. When a resident submits a written request for approval to add a new person to the lease, PPHA will conduct pre-admission screening of any proposed new adult member to determine whether the PPHA 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 PPHA 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 PPHA, in writing, of additions to the household or who permit persons to join the household without undergoing screening are violating the lease. Persons added without PPHA approval will be considered unauthorized occupants and the entire household will be subject to eviction. (24CFR §966.4 (f) (3))
6. Visitors will be permitted in a dwelling unit so long as they have no previous history of behavior on PPHA 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, in writing, 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. (24CFR §966.4 (f) (2))

8. Residents will not be given permission to allow a former resident of PPHA 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. (24CFR §966.4 (f) (3))
  - The resident shall report the move-out, in writing, within 30 calendar days of its occurrence.
  - These individuals may be readmitted as a household member if all eligibility criteria are met including passing a criminal background check as long as maximum occupancy guidelines are not exceeded.
  - Medical hardship or other extenuating circumstances shall be considered by PHA in making determinations under this paragraph.

## V. Transfer Policy

### **A. Types of Transfers**

PPHA has two (2) possible types of transfers: Emergency and Administrative. Additionally, the Administrative transfers are broken down into 3 sub-categories. Some transfer types are mandatory due to the nature of the circumstances supporting the transfer need and some are non-mandatory.

The following describes the types and definitions of transfers that have been adopted by PPHA.

- **Emergency:**

Emergency transfers are mandatory and will take priority over new admissions when PPHA determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers will be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; protect members of the household from attack by the criminal element in a particular property or neighborhood<sup>19</sup>; or 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.

- **Administrative:**

#### **Category 1 - Reasonable Accommodation request (RA)**

**Administrative - Category 1 transfers are mandatory and will take priority over new admissions.** They will be processed by PPHA in order to alleviate verified medical problems of a serious (but non-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; (24CFR §35.1345 (a) (2) or permit a family that requires a unit with accessible features to occupy such a unit.

Requests for these types of transfer requests can be initiated by either the PPHA or the tenant. Tenant requests must be made to the PPHA's Office, in writing, with necessary documentation to substantiate the need for such transfers. Transfers will be initiated by PPHA in circumstances that the PPHA determines are necessary for situations that exist in the current unit that could limit the tenant's ability to equally participate or that pose a potential harm to the tenant. Examples of these types of situations are: 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.

#### **Category 2 – Over-housed situations**

**Administrative - Category 2 transfers** correct serious occupancy standards problems. **These transfers are mandatory. They will take priority over new admissions. PPHA will initiate Category 2 transfers when the family is Over-housed.** 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. 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, regardless of current lease term remaining.

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<sup>19</sup> based on threat assessment by a law enforcement agency

### **Category 3 – Under-housed situations**

**Administrative- Category 3 transfers** will be made to: correct occupancy standards,<sup>20</sup> or address situations that interfere with peaceful enjoyment of the premises. **Category 3 transfers are non-mandatory and will not take priority over new admissions;** instead, they will be processed at the rate of (1) one transfer to every (4) four new admissions for the applicable bedroom size/unit type. Category 3 transfers will only be permitted once the tenant has fulfilled their initial 12 month lease term. They can be initiated by either the tenant or PPHA.

An example of this would be: Ms. Clark lives in a two bedroom unit and requests to be transferred to a 3 bedroom unit. PPHA will process Ms. Clark's request after they have conducted 4 new admissions from the PPHA 3 bedroom waiting list. This would mean that when the next 3 bedroom becomes available, Ms. Clark would be the 5<sup>th</sup> move-in.

1. Tenants on the transfer list may refuse transfer offers for the “good cause” reasons cited in **Section IV C. Additions to the Household and Visitors** without losing their position on the transfer list.
2. Tenants who refuse a transfer offer without good cause will be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination.
3. Tenants may use the PPHA Grievance Procedure if they are refused the right to transfer or if PPHA is requiring them to transfer and they do not want to do so.

#### **B. 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.
- 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.

#### **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 and will be processed in the following order:
  - **First: Emergency transfers**
  - **Second: Administrative - Category 1 transfers,**
  - **Third: Administrative - Category 2 transfers,**
  - **Fourth: Applicants, (at a rate of four new admissions to every Category 3 transfer),**
  - **Fifth: Administrative - Category 3 transfers.**

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<sup>20</sup> 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.

- (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 will be recommended at time of re-examination or interim redetermination.
- (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) Any single families that split into two (2) separate families will be processed as Administrative - Category 2 transfers.
  - A family that decides to split into (2) two individual households must notify the PPHA, in writing, within 30 (thirty) days of making the decision.
  - The PPHA will process a transfer for the original Head of Household (HOH) to move to a new appropriately sized unit that satisfies HUD and PPHA’s established occupancy standards. This transfer will be processed based upon the family’s circumstances and unit availability.
  - As the split family, the HOH has the right to move out of the unit and permit the remaining family to continue to receive PH assistance. The HOH must notify the PPHA, in writing, within 30 (thirty) days of making their decision to relinquish the right to the unit and allow the remaining household members to remain in the subsidized unit. In this case, the PPHA will process a transfer for the original Head of Household (HOH) to move to a new appropriately sized unit that satisfies HUD and PPHA’s established occupancy standards. This transfer will be processed based upon the family’s circumstances and unit availability.
  - Such transfers will be made in a manner that minimizes the impact on vacant units.
  - This type of event is also discussed in Chapter VI.

### **C. 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.
2. Exceptions to the good record requirements will be made for emergency transfers or when it is to PPHA’s advantage<sup>21</sup> to make the transfer.

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

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<sup>21</sup> A single person is living alone in a three-bedroom unit and does not want to move.



If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed then back rent will be required to be paid in full.

- A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

**D. Paying for Transfers**

- . Residents shall bear the full 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 PPHA. Transfers requested or required by PPHA, including those for temporary relocation during lead hazard reduction work, and all transfers for reasonable accommodations will be paid for or made by PPHA, as determined by PPHA Management.

## **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 PPHA's 8 hour per month community service requirements.<sup>22</sup> (24CFR § 5.508)
6. Each adult household member will be screened for sexual offender lifetime registration status determined via use of the Dru Sojodin website at each annual review.

### **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. PPHA 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: PPHA 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. (24CFR §960.259 (c))
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.

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.

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<sup>22</sup> 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

For a family that has net assets equal to or less than \$5,000.00, the initial verification of assets must be third-party verified. The PHA will obtain third-party documentation of assets for reexaminations every three (3) years. For reexaminations in years one (1) and (2) the PHA will accept self-declaration. The declaration must state the amount of income the family expects to receive from such assets, this amount is included in the family's income.

- (c) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the resident as a family or as the remaining member of a family;
  - (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. (24CFR § 5)
- (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 PPHA Management for termination of the lease. (24CFR Section 966.4 (c) (2))

#### **D. Action Following Reexamination**

1. 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. (24CFR §966.4 (c) and (o))
2. 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. (24CFR §966.4 (c) (3))

#### **E. 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, has established a Community Service Requirement Policy for those residents residing in Public Housing<sup>23</sup>.

PPHA will provide each family with a copy of the Community Service and Self-Sufficiency Requirement (CSSR) at initial application and secure a certification of receipt (24 CFR 960.605 (c) (2) and PIH Notice 2015-12). PPHA will notify each tenant of their ability to submit self-certification verification to document the requirement was met.

<sup>22</sup> applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs

Community service is defined as “The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities” (24 CFR § 960.601 - Definitions)

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 (42 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 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.

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. Residents must sign a certification that they have received and read the CSSR policy and understand that if they are not exempt, failure to comply with the community service requirement will result in non-renewal if their lease, per 24 CFR 966.4(1)(2)(iii)(D). Self-certification is not acceptable to document compliance with the agreement; third-party verification of compliance is required.

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 a signed certification from the family member that he/she has performed the qualifying activities. The certification must include a statement of the number of hours that the tenant contributed of community

service and that this statement is subject to perjury, the name, address, phone number, and contact person for the community service provider, the dates during which the activity was completed, a description of the activity completed, and a certification that the tenant's statement is true. The tenant may choose to provide 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. If the resident performs their qualified activities through more than one community service organization, a separate certification is needed for each organization. PPHA may accept a self-certification from a resident at the end of the lease cycle which begins after implementation of this policy.

The PHA must validate through third-party verification procedures, a statistically valid, random sample of self-certifications each year to assure resident compliance (See PIH Notice 2016-06 Attachment D for sample size methodology). The PHA must choose a point-in-time annually to calculate the universe of self-certifications received over the previous 12 months. To validate a self-certification, third-party documentation must include the name of the organization or person, the number of hours completed by the resident, a signature from the appropriate staff person within the organization and that staff person's contact information. Tenants must be notified that any self-certification is subject to validation.

In the event the PHA determines that a self-certification was fraudulent, the PHA must provide notice to the resident of noncompliance pursuant to 24 CFR 960.607. The resident must sign an agreement with the PHA to come into compliance. If the resident refuses, termination procedures must begin pursuant to PIH Notice 2015-12.

PPHA considers the following as acceptable community service opportunities and activities:

- Animal Shelters
  - Pet Clinics/Veterinarians
  - Hospitals
  - Hospices Centers
  - Volunteers of America
  - Habitat for Humanity/ReStore
  - Becoming an Adult Mentor to a Child
  - Red Cross
  - Coaching a youth sports team
  - Veterans Affairs
  - Homeless Shelter/Soup Kitchen
  - Food Pantry
  - Senior Center
  - Day Care Center
  - Library
  - Community Emergency Response Team
- 
- PPHA will require that any/all community service activities with agencies other than those described above will require the tenant to submit written request for approval to the PH Program Administrator or other designated PPHA Administrative staff. PPHA will not consider any community service activities without prior written approval from the designated PPHA Administrative staff.
  - Verification of participation and/or verification of community services hours earned from any immediate family members and relatives of a PH resident that is participating in the community service activity will not be permitted by PPHA.

The PPHA PH Program Administrator and/or other designated PPHA Administrative staff 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 30 calendar days of the occurrence. Failure to report within the 30 calendar days will 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. PPHA will process interim changes in rent in accordance with the chart below:

<b><u>INCOME CHANGE</u></b>	<b><u>PHA ACTION</u></b>
(a) Decrease in income for any reason, except for decrease that lasts less than 30 days <sup>24</sup> . Increase in income following PPHA granting of interim rent decrease.	• PPHA will process an interim reduction in rent if the income decrease will last more than 30 days. PPHA 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.	• PPHA 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).	• PPHA 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.	• PPHA will conduct an interim examination 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. PPHA 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. (24CFR §960.259 (c))
4. PPHA 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 days or more will have an interim adjustment processed.
  - (c) When there is a change in household composition.

### **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.

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<sup>24</sup> 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.
3. In those circumstances where the family composition is determined to no longer meet the Occupancy Standards (Section II, G) established by the PPHA, the IR will go into effect the 1st of the next month. If the underutilized unit is a result of a single family member residing in a unit larger than they qualify for, the PPHA will notify the tenant that they will allow the tenant to remain in the underutilized unit for a period of no more than six (6) months from the date of the household composition decrease. PPHA will then provide the tenant with written notice of their intent to end their lease hold after providing the tenant with no less than a thirty (30) day notice of lease termination.
4. In those circumstances where the family composition is determined to no longer meet the occupancy standards established by the PPHA, the IR will go into effect the 1st of the next month. For those families that contain two or more household members but qualify for a smaller unit, they will be offered the next available unit that meets the PPHA's occupancy standards. Transfers are discussed in the PPHA's established Transfer Policy located in Section V. of this ACOP.
5. The remaining household member(s) would no longer be eligible for the subsidized unit due to the household no longer meeting the Occupancy Standards (Section II, G).

The PPHA will consider the following as additional cause(s) for seeking lease termination:

- ☐ The resident would become a single person household.
- ☐ The resident would become a two person household for a one bedroom unit (i.e. significant others).

In those circumstances where the family composition is determined to no longer meet the Occupancy Standards established by the PPHA, the household would be required to pay the Flat Rent amount on the first of the second month.

If the resident is unable to pay the Flat Rent, they would be given notice of the need to vacate the unit or face eviction proceedings.



## **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. (24CFR §966.4 (l) (2))

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.

PPHA will consider the following as additional cause(s) for seeking lease termination:

- Tenant(s) that are receiving mail on behalf of another person(s) (not listed on the PPHA lease).
- Tenant(s) who failed to provide notice; and/or who provided false information regarding custody of minor(s); and/or who failed to provide change(s) in household composition, including the addition of unauthorized/unreported household members.

PPHA will utilize the following methodology when verifying the custody of a minor(s) or change in household status:

- Verification requests sent to the respective Cuyahoga County Agency(ies).
- Verification requests sent to the respective school(s), in order to verify household address; date of attendance; and/or any other relevant information that would establish the existence of another household other than the subsidized unit of the minor/dependent.
- Verification requests sent to the local and/or surrounding Postal Agency(ies) in order to determine who is receiving mail at the subsidized unit.

Policies regarding the selection process for the hearing officer shall be included in the tenant lease form.

### **B. Notice Requirements**

1. No resident shall be given a Notice of Lease Termination without being told by PPHA 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 PPHA employees; and any drug-related criminal activity. (24CFR §966.4 (l) (3))
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 (ORC.1923).
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 PPHA, 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 will 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.

The PHA will maintain a log of hearing officer decisions.

### **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 PPHA to terminate the assistance of any participant if the PPHA “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 PPHA 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.

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The required certification and supporting documentation must be submitted to the PPHA within 30 calendar days after the PPHA issues their written request. The 30-day deadline may be extended at the PPHA's discretion. If the individual does not provide the required certification and supporting documentation within 30 calendar days, or the approved extension period, the PPHA will proceed with assistance termination.

If the PPHA 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 PPHA 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 PPHA 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 PPHA 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 PPHA 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 PPHA 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 PPHA will terminate the perpetrator's assistance. If the victim does not provide the certification and supporting documentation, as required, the PPHA will proceed with termination of the family's assistance.

If the PPHA 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 PPHA will bypass the standard process and proceed with the immediate termination of the family's assistance. "Notwithstanding any Federal, State, or local law to the contrary, a PPHA, owner, or management agent may bifurcate a lease, or remove a household member from a lease without regard to whether the household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any tenant or lawful occupant 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 a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, or local law for termination of assistance or leases under the relevant public housing" (24 CFR § 5.2009)

#### **PHA Confidentiality Requirements**

All information provided to the PPHA 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 will 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.

#### **E. Death of Single-Member Household**

Upon notification of the death, the family or designee for the deceased tenant's estate should be allotted a minimum of fourteen (14) consecutive days to remove personal belongings from the unit. While there is no HUD requirement for the time frame allotted for the family or designee to remove belongings, HUD recommends fourteen (14) consecutive days starting the day after the date of notification unless there is local law that establishes more or less time and/or the rent for the month was paid prior to the date of death in which case the end of the month or fourteen (14) days should be allotted, whichever is greater.

## **IX. Utilities**

In the PPHA'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 PPHA in consultation with the utility supplier and reviewed by HUD. (24CFR §965 and 966.4 (b)(2))

### **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, PPHA 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 PPHA 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 Application 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 PPHA. Check meters shall be read by PPHA 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 (PIH Notice 2014-12 and PIH Notice 2015-13)**

1. The PPHA flat rent schedule will comply with Public Law 113-76, the Fiscal Year 2014 Appropriation Act and PIH Notice 2015-13. The PPHA will set all flat rents at no less than 80 percent of the applicable Fair Market Rent (FMR) adjusted, if necessary, to account for reasonable utility costs. If the family is responsible for making direct utility payments to the utility company, PPHA must adjust the flat rent amount downward, using a utility allowance, to account for reasonable utility costs of an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment.

As per PIH Notice 2015-13, flat rents must be set at no less than the lower of 80 percent of: the applicable Fair Market Rent, or, at the discretion of the Secretary, such other applicable Fair Market Rent established by the Secretary that the Secretary determines more accurately reflects local market conditions and is based on the applicable market area that is geographically smaller than the applicable market area used for purposes of the applicable Fair Market Rent under Section 8 (c) of the Act.

The new flat rate rental amounts will apply to all new admissions. For current program participants that pay the flat rental amount, the new flat rental amount will be offered, as well as the income based rent amount, at the next annual rental option.

In order to comply with flat rent requirements annually, PPHA will:

2. Calculate flat rents using a rent reasonableness methodology, as defined in 24 CFR Part 960.253 (b), for determining the flat rent based on the market rent of comparable units in the private, unassisted rental market. 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;

3. If the flat rent, as determined by the rent reasonableness study, is at least 80 percent of the FMR, the flat rent will be set at the amount determined by the rent reasonableness study;

4. If the flat rent, as determined by the rent reasonableness study, is less than 80 percent of the FMR, the flat rent will be set at no less than 80% of the FMR, subject to a utility adjustment. Starting with FMR's published for fiscal year 2015, PPHA has the option to lower flat rents to 80 percent of the applicable FMR in years when the FMR decreases from the previous year;

5. At all new admissions, families will have the option to choose between the flat rent amount and the income-based rent;

6. For families already paying the flat rent amount, changes in the flat rent amount will be offered at the next annual rent option, and the family will be permitted to choose between the flat rent amount and the income-based rent;

7. A cap will be placed on any increase in the family's rental payments that exceed 35 percent, and are a result of changes to the flat rent amount. The increase must be phased in so that a family will not experience an increase in their rental payment of more than 35 percent in any one year. PPHA will also comply with any limitations on annual rent increases pursuant to state and local law. In order to determine how to phase in increases in rental payments, PPHA must:

- On a case-by-case basis, at the families next annual rent option, compare the updated flat rent amount applicable to the unit to the rent that was being paid by the family immediately prior to the annual rent option; if the new flat rent amount would not increase a family's rental payment by more than 35 percent, the family may choose to pay either the updated flat rent amount or the previously calculated income-based rent. If PPHA determines that the updated flat rent amount would increase a household's rental payment by more than 35%, the family may choose to pay the phased-in flat rent amount resulting from the flat rent impact analysis or the

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previously calculated income-based rent.

8. To comply with flat rent requirements annually, no later than 90 days after issuance of new FMR's by HUD PPHA must determine if the current flat rent is at least 80 percent of the new FMR. PPHA will update the flat rent amounts if necessary to meet the 80 percent requirement within a reasonable time but no later than HUD's publishing of the new FMRs. PPHA will apply the new flat rents to all new admissions and to existing families at the next annual rent option.

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.

9. For Mixed Families the PHA shall prorate the families assistance as follows:

Step 1: Determine the Total Tenant Payment (TTP) in accordance with §5.628 (includes income of all family members including those that have not established eligible immigration status).

Step 2: Subtract the TTP from the PHA-established flat rent applicable to the unit. The result is the maximum subsidy the family could qualify for if all family members were eligible.

Step 3: Divide the maximum subsidy by the total persons in the family. This is the member maximum subsidy.

Step 4: Multiply the member maximum subsidy by the number of family members that are citizens or have eligible immigration status.

The product of Steps 1-4 is the maximum amount of subsidy the family is eligible. The family's rent is the PHA-established flat rent minus the amount of the eligible subsidy.

When the Mixed Family's TTP is greater than the PHA-established flat rent, the PHA subtracts from the Mixed Family TTP and established utility allowance, and the sum becomes the mixed family rent.

## **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:

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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 (Rev. 9/12)**

PPHA residents who live in public housing developments may own pets, subject to the requirements set forth in the following Pet Policy. PPHA's Pet Policy is designed to be consistent with applicable federal and state law. Residents in general occupancy developments may own pets (see Section 31 of the United States Housing Act and 24 C.F.R. §960.701-707). Residents in elderly/disabled (mixed population) may own pets (See Section 227 of the Housing and Urban-Rural Recovery Act of 1983 and 24 C.F.R. §5.300- 5.327). In accordance with 24 CRF §960.705, the established pet policy described within this Chapter of the PPHA's ACOP does not apply to Assistive Animals that reside in public housing or that visit Parma Public Housing Authority properties. It does not limit or impair the rights of persons with disabilities, or affect any authority the Parma Public Housing Authority has under other legal provisions to regulate animals that assist persons with disabilities.

The provisions set forth in this policy for maintaining pets in units do not apply to Elderly, handicapped and/or disabled households and/or individuals. Pet regulations are outlined in the 24CFR, Part 5, Subpart C. for Elderly, handicapped and/or disabled households and/or individuals.

- (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 disability has been certified by a knowledgeable physician in writing; and
- (iii) The animal has been trained to assist persons with that specific disability; and
- (iv) The animal actually assists the person with a disability; and
- (v) Benefits for the disability must be received continuously.

### **A. Admission of Pets**

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.

Guests are not permitted to bring any type of pet as defined in this Policy on to PPHA property. Only those pets as described in this chapter and determined to meet the provided definitions as a pet by PPHA will be allowed as pets to reside in the unit *only* after the resident has met all the requirements outlined in this Policy.

### **B. Permissible Pets**

PPHA will consider the following guidelines for purposes of establishing permissible and strictly prohibited pets (24 CFR §960.707 (b) (3).

Residents shall be permitted to only 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. The following guidelines must be met: **Tenant Pet Responsibilities: §960.707 (a) (1)**

PPHA considers the following animals to be permissible, common household Pets:

#### **Large Pets: Security Fee required**

- Dogs – no larger than 25 lbs. at adulthood – unless professionally trained as a service animal with certification documents and a RA has been granted for Elderly, handicapped and/or disabled households and/or individuals
- Cats

#### **Small Pets: No Security Fee required**

- Birds: parakeets, canaries, finches, lovebirds, cockatiels, cockatoos, and parrots
- Fish – salt water and fresh water

- Turtles, Amphibians, and Reptiles (in accordance with Local Pet Ordinance)

### **Large Pets (Dogs and Cats)**

- No more than **One Large Pet** per unit.
- Large pets must be currently and annually licensed by Cuyahoga County.
- Dog owners are forbidden from permitting their animals to deposit waste on the project premises. If animal waste is deposited on the premises, the resident pet owner shall be responsible for the immediate removal from the premises of any / all waste deposited. PPHA will charge a per incident, disposal fee of **\$10.00** for any pet waste that was not disposed of properly.
- Cats are to use litter boxes kept within the resident's unit and cleaned periodically. Resident is not allowed to permit litter waste to accumulate. Litter waste is not to be flushed down the toilet. Litter waste is to be placed in a plastic bag, closed and disposed of properly (by placing it in a sealed plastic bag and disposing of it in an outside trash bin). PPHA will charge a, per incident, disposal fee of **\$10.00** for any pet waste that was not disposed of properly.
- Litter/paper shall not be flushed down the toilet (Cats or Dogs).
- When outside of the unit they must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.
- Residents shall not alter their unit, patio, or unit area to create an enclosure for an animal.
- Pets are not permitted to be "tied-out" on patios or in front/back of units.
- Resident must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching or other such activities.
- Residents must agree to be present on the day of inspection or maintenance repairs to care for their pets or remove their pet from the unit so the unit is vacant until the inspection or maintenance repair is completed.
- Dogs and Cats must be spayed/neutered within Veterinarian recommended timeframes for puppies and kittens or prior to admittance whichever circumstance applies.

### **Small Pets (pets kept in cages / aquariums such as hamsters, turtles, birds, and fish)**

#### **Birds:**

- No more than two (2) birds 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. **(24 CFR §960.707 (b) (2))**
- Birds must be kept caged at all times.
- Cages must be cleaned not less than twice a week. Waste must be disposed of in sealed trash bags and placed in the trash bin. PPHA will charge a per incident, disposal fee of **\$10.00** for any pet waste that was not disposed of properly.
- Litter/paper shall not be flushed down the toilet.

#### **Fish – salt water and fresh water:**

- The aquarium shall not exceed twenty (20) gallons and shall be placed on appropriately sized stand; in a safe location; within the first level of the respective unit. **(§960.707 (b) (2))**.
- Water damage to walls, carpets, flooring or the ceiling of the unit below caused by

breakage or spillage of or from the aquarium shall be the responsibility of the resident pet owner who shall be billed for actual repair costs, as required.

Hamsters, Turtles, Reptiles, Amphibians:

- No more than a total of 2 (two) hamsters, turtles, reptiles, amphibians per unit; or a combination of any 2 (two) total.
- The aquarium/cage shall not exceed twenty (20) gallons and shall be placed on appropriately sized stand; in a safe location; within the first level of the respective unit. **(\$960.707 (b)(2)).**
- The Pet owner is responsible for the cleaning and removal of all pet waste. Waste must be disposed of in sealed trash bags and placed in the trash bin. PPHA will charge a per incident, disposal fee of **\$10.00** for any pet waste that was not disposed of properly.
- Any damage to walls, carpets, flooring or the ceiling of the unit below caused by breakage or spillage of or from the aquarium/cage shall be the responsibility of the resident pet owner who shall be billed for actual repair costs, as required.

### C. Pet Security Fee

PPHA will charge a **\$200.00** non-refundable Pet Fee at the time the pet is admitted to the unit. Any identified damages will be repaired and the cost for the repairs will be deducted from the pet fee. Remaining outstanding charges greater than the initial pet fee amount will be billed to the tenant.

PPHA will not charge a pet fee for small pets as identified in Section B. above.

### D. Pet Registration Requirement

PPHA will require that the Tenant/Prospective Tenant ensure that they register their Pet with PPHA prior to admission to the premises/unit. The following items must be provided in order to register the Pet:

- A copy of the Dog License.
- A copy of the Up-to-date Vaccinations for the Dog/Cat (Must include the animal's breed, name, age, weight, tenant/applicants name and spay/neuter date (refer to Pet Agreement form)).
- Photo of the Cat/Dog
- Pet Fee

### E. Pet Restrictions

PPHA considers the following animals to be strictly prohibited from being Pets on any PPHA owned properties: (24 CFR §960.707 (b) (3))

- Any prohibited animals as described **CODIFIED ORDINANCES OF THE CITY OF PARMA, OHIO. PART SIX - GENERAL OFFENSES CODE. CHAPTER 618. ANIMALS.**  
**§ 618.09, Prohibited animals**
- Pets which are not owned by a tenant will not be allowed.
- Residents are prohibited from feeding or harboring stray animals. Feeding or harboring a stray

- animal shall constitute keeping an animal without approval of the PPHA Registration: §960.707 (b) (5)
- Prior to the admittance of any pet to PPHA rental units or PPHA property, the resident or applicant will be required to complete the “Pet Agreement” form.
- Every pet must be registered with Management prior to admission and thereafter, during the annual recertification of income and family composition.
- Resident is responsible for all damages caused by their pets. Charges stemming from such damage(s) will be billed to the resident at the time the damage(s) occurs or at any time damages are identified by the Housing Authority.
- The pet fee will only be used in the event that the damages are identified at the time that the unit is vacated.
- Pets are not permitted to “visit” or be left in any other unit on the property without prior notice to PPHA and written consent from PPHA.
- Pet owner is solely responsible for any and all damages caused by their pet regardless of where the damage occurs.
- No animal other than a “pet” as defined in this Policy will be maintained in PPHA rental units or on PPHA property.
- No animals (Large or Small) may roam loose around the property. Pet Rights will be revoked immediately if this found to be the case. Any Pet owner who violates this restriction will be required to remove the pet from the property with 24 hours or the household will face termination proceedings.

#### **F. Alternate Caretaker**

Prior to the admission of any pet, the resident or applicant must provide to PPHA a notarized agreement between the resident and another person who agrees to serve as an Alternate Caretaker. The Alternate Caretaker shall have the responsibility to act as a temporary or permanent caretaker for the pet, if the resident is unable to care for the pet. Residents of PPHA family estates cannot be alternate caretakers unless they care for the pet in the unit where the pet normally resides. Being an alternate caretaker does not circumvent the requirements of this policy.

Pets left alone for a period of **24 hours** or more and that do not have an Alternate Caregiver registered with the PPHA will be considered abandoned. PPHA will contact the appropriate local authority to notify them of the abandoned animal and request removal of the abandoned animal.

#### **G. Rule Enforcement of Pet Policy Violations**

If the tenant is found to possess a pet that does not comply with PPHA’s established definitions of allowed pets, the development Manager will require the removal of a pet upon violation of these rules, or will commence eviction procedures. Residents who violate these rules are subject to being required to correct the violation or remove the animal from the dwelling unit. If the resident fails to correct the violation or remove the animal within thirty (30) days, the Housing Authority will begin the process of termination due to lease violations.

PPHA will provide written notification to the resident which will inform them of PPHA's intentions and will describe the violation(s) of PPHA's established Pet Policy. The tenant will be provided notice that they have 10 (ten) days to:

- request the opportunity for a grievance hearing, or violation of PPHA's pet policy and;
- provide PPHA with an affidavit stating the pet is no longer on the premises and will not return in the future.

Misrepresentation of this affidavit will be grounds for eviction of the resident.

- If a grievance hearing is requested within the 10 days of the date of the original notice of Pet Policy violation(s), PPHA will grant the meeting. Based upon the results of the meeting PPHA will provide the tenant written notice of the outcome of the meeting. The request for a grievance hearing will not suspend the requirement to remove the pet within 30 days from the receipt of written notice of pet violation(s) unless the PPHA otherwise notifies the tenant of such suspension action in writing.

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

### **A. Annual Income (24CFR §5.609)**

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:

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 (24CFR §5.611)**

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). Including Kinship care, Kin-GAP, and similar programs funded by states serve as an alternative to foster care placements and that the compensation to participating relatives or legal guardians is comparable to the compensation to foster care parents. Payments for the care of foster children (including foster adults) are exempt from income. (24 CFR § 960.257 & PIH Notice 2012-1)
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. Tuition assistance includes fees and special charges.
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 PPHA.
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 PPHA 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 PPHA 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) the maximum period for the disallowance (exclusion) is 24 months regardless of employment starts and stops. The PHA must document the start date of the initial disallowance, the start date of the second 50% disallowance period and the end date of the disallowance.
  - (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 sub marginal 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 Stat 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*

18. Fully excluded income means that the entire amount of income qualifies to be excluded from annual income. PPHA will accept an applicant or participant's self-certification as verification of the fully excluded income. PPHA may elevate the verification requirements if necessary to determine that the income is eligible for full exclusion. (PIH Notice 2013-04)

Partially excluded income means that only a portion of the income reported by the applicant or participant qualifies to be excluded while the remaining amount must be included in annual income. For partially excluded income the PPHA will follow standard HUD-prescribed verification requirements and all applicable regulations pertaining to the determination of annual income. PPHA will report the income in Section 7 of the HUD-50058. (PIH Notice 2013-04).

**C. Anticipating Annual Income (24CFR §5.609 (d))**

If it is not feasible to anticipate income for a 12-month period, the Authority will 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.)

**D. Adjusted Income (24CFR §5.611)**

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 will 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 is 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 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 PPHA 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 – No additional deductions are established at this time.
7. **Computing Rent**
  - (a) 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 will be paid to the tenant or, directly to the utility company by the PPHA.
  - (b) **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**
  - (c) Tenant rent is computed by subtracting the utility allowance for tenant-supplied utilities (if applicable) from the Total Tenant Payment. In developments where the PPHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.
  - (d) 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 PPHA

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.

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 PPHA**

This chapter describes the PPHA'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 PPHA'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 PPHA'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 PPHA, the PPHA will make every effort to collect it. The PPHA 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 PPHA and a person who owes a debt to the PPHA. 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 PPHA upon default of the agreement.

The PPHA 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 PPHA.

**At no time will PPHA consider any portion of the Security Deposit to be applied to the repayment agreement.**

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

- When the amount is less than \$100.00
- The participant has a history of non-payment

The maximum length of time the PPHA will enter into a payment agreement with a family is determined by the Housing Agency. PPHA has adopted the following repayment agreement terms:

Families who commit program fraud or untimely reporting of increases in income will, at the PPHA's discretion, be offered a repayment agreement with the terms of one-third down and payment in full as described below:

<b>Amount Owed</b>	<b>Down Payment</b>	<b>Term of Repayment</b>
\$0.00-\$1,500.99	1/3 of the Amount Owed	3 months
\$1,501.00 and greater	1/3 of the Amount Owed	6-12 months

If the family's repayment agreement is in arrears and the family has not contacted or made arrangements with the PHA, the PHA may:

- Require the family to pay the balance in full
- Pursue civil collection of the balance due
- Terminate the Lease Agreement
- Grant an extension of 10 business days

## **B. Debts Due To Misrepresentations/Non-Reporting Of Information**

### **Family Error/Late Reporting**

Families who owe money to the PPHA 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.

## **C. Payment Procedures for Program Fraud**

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

- PPHA will determine the amount of HAP monies that have been received in error as a result of the failure of the family to report increases in income in a timely manner.
- The amount will be collected from the tenant in the form of a repayment agreement.
- If the amount is a direct result of fraud, the PPHA will notify the tenant of their intent to terminate, based on fraud, a repayment will be negotiated, and if the amount is \$5000.00 or greater the PPHA will notify the Office of the Inspector General (OIG) in order that they may proceed with investigation and possible prosecution.

## **D. Debts Due to Damages/Late Rent**

Families that have caused damages to the unit or property and/or have outstanding (late) rent amounts will be expected to enter into a repayment agreement.

## **E. Guidelines for Payment Agreements**

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

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.

A payment agreement will be considered to be in default when it is in arrears for ten (10) 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 PPHA the additional debt must be paid in full. The PPHA will not enter into more than one payment agreement with the family.

## **F. Debt Write Offs**

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.

## **XIV. EIV POLICY**

### **A. Enterprise Income Verification (EIV)**

PPHA is committed to accessing and generating all required EIV reports as outlined in the current and future HUD guidance. The PPHA utilizes HUD's Enterprise Income Verification (EIV) System to improve its income verification process. All other required EIV reports will be generated at the times required by EIV guidelines. The PPHA reviews any information provided by EIV during required income reexaminations and at any other time as deemed appropriate by management.

EIV provides the PPHA with the following information:

- Monthly employer new hires
- Quarterly wages (including employer information)
- Quarterly unemployment compensation
- Monthly Social Security (SS) and Supplemental Security Income (SSI) benefits
- Existing Tenant Search
- Multiple Subsidy Report
- PHA Disaster Tenant Report
- Identity Verification Report
- Immigration Report
- Deceased Tenant Report

PPHA will access and generate the EIV Existing Tenant Search report at the time of processing an applicant for eligibility determination.

The Summary Report will report the status of the identity verification process. PIH Notice 2012-10 (HA) details the actions to be taken when the status is shown as verified, failed, pending, excluded, or deceased. It is a requirement to retain a copy of each family's Summary Report in the file as confirmation of compliance with the SSN disclosure, documentation, and verification requirements. Electronic retention of these reports is permissible. PPHA will retain copies of SSN documentation. It is a requirement to use the Identity Verification Report on a monthly basis to correct noted deficiencies within 30 calendar days. This report contains three (3) reports: Failed EIV Pre-Screening, Failed SSA Identity, and Pending Verification. Additional information on The Summary Report can be found in PIH Notice 2012-10(HA).

The Deceased Tenant Report must be run at least once per month when generating the new monthly rent roll. When the Deceased Tenant Report identifies an individual as being deceased, PHAs are required to take the following actions: immediately send a letter to the head of household or emergency contact person to confirm the death of the household member and in the case of single person households conduct a home visit to determine if any unauthorized occupants are residing in the unit. If an unauthorized occupant(s) is discovered, court action may need to be taken to regain possession of the unit. Once a death is confirmed the PHA is required to submit form HUD-50058. For guidance on how to run the Deceased Tenants Report, what to do when the remaining member is a live-in aide, what to do if the remaining member is a minor, what to do if the person listed on the report is not deceased, how to submit the form HUD-50058, and other potential situations, see PIH Notice 2012-4 (HA).

PHAs are required to use EIV to verify SS/SSI benefits of current participants and household members. It is a requirement to review the Income Report and confirm with the resident that the current listed benefit amount is correct. If the resident agrees with the current EIV-reported amount, the PHA is required to use the reported gross benefit amount to calculate annual income from social security benefits. If the tenant disputes the EIV-reported benefit amount, the PHA is required to request that the resident provide a current (dated within the last 60 calendar days) SSA Proof of Income Letter. PHAs are permitted to maintain EIV Income Reports in the file for the duration of residency, and for no longer than three (3) years from the end participation date. Additional information can be found in PIH Notice 2012-10 (HA).



A completed Release of Information form (HUD-9886) must be signed by each adult member of the household prior to running the EIV.

EIV verifications shall be run by authorized staff only and Rules of Behavior will be signed and maintained on site for all authorized staff.

The following verification Hierarchy will be used by PPHA during all eligibility, annual and interim certification processes. The verification Hierarchy is listed from Highest to Lowest.

1. **Upfront Income Verification (UIV)** using HUD's Enterprise Income Verification system
2. **Written third Party Verification** (commonly referred to as tenant-provided documents)
3. **Written third Party Verification Form** (sent directly to verification source)
4. **Oral Third Party Verification**
5. **Tenant Declaration**

PPHA will assign the necessary staff to serve as EIV User Administrator and EIV Users. PPHA will commit to the annual EIV security training and maintain records of attendees. The User Administrator will ensure that only those staff members with need to access EIV will have access. PPHA will ensure that all staff members with need to access EIV will be assigned their individual login credentials and staff will not share any log-in or password information with other PPHA staff.

PPHA will ensure that all required EIV reports are reviewed and when discrepancies are identified, PPHA will investigate and correct them accordingly.

If a discrepancy is found between the reported family income and the threshold report, the PPHA will take action according to the following thresholds:

Threshold levels that warrant PPHA action:

- <\$500.00
- \$500.00-\$5000.00
- >\$5000.00

The following process will be followed when the EIV threshold report does not reconcile with the family's reported income:

- Third party verifications will be sent out on behalf of families targeted as having discrepancies.
- Current documents will be requested from the tenant. i.e. original, current and consecutive pay stubs, original SSA benefit verification letter, etc. The PPHA will confirm effective dates of unreported income source.
- A meeting will take place with the PPHA and individuals that have been targeted as having discrepancies in EIV.
- The family will be given the opportunity to explain the difference between what has been reported on the EIV Threshold Report and 50058. Once an explanation is documented with the family and they have a chance to explain the variance, the PPHA will make a determination on how to proceed based on the following guidelines:

Threshold/Discrepancy	Agency Action
<\$500.00	1) Further discrepancies will be reviewed at the next annual recertification.
\$500.00-\$5000.00	1) The PPHA will call in the tenant and make an effort to have them sign a repayment agreement. 2) Termination will be initiated and information forwarded to the Law Department for

further legal action if participant does not sign the repayment agreement or does not fulfill their repayment agreement obligation during the time that repayment agreement is in effect.

Repayment agreement is maximum one year in length.

>\$5000.00

- 1) Participant is terminated from the program.
- 2) The PPHA will send a letter indicating that the participant needs to sign and complete a repayment agreement.
- 3) Failure to enter into or fulfill the terms of the repayment agreement within the given time period will result in information being forwarded to the Law Department for further legal action.

Once the PPHA has selected the appropriate action to be taken, an informal hearing will be granted to those that have the discrepancy.

Participants being terminated from the program due to findings resulting from EIV can request an informal hearing, in writing, within ten (10) calendar days from the date of the PPHA's notification of termination of assistance.

The repayment agreement must be signed within ten (10) calendar days from the date of receipt. The maximum term of any repayment agreement is one year. Repayment Agreement can be less than one year in length, based on the discretion of the PPHA.

During interim reexaminations, the PPHA will re-run EIV only if the program participant reports they are now employed. In cases where the PPHA obtains additional income information via the EIV system (and verifies the UIV data with the tenant and/or 3rd party source) that would result in a more accurate income determination and the PPHA policy allows for increases in rent (during interim reexaminations when employment changes), the PPHA will adjust the rent accordingly to reduce the occurrence of improper subsidy payments.

Any page containing tenant information will contain the following Privacy Act statement: *Confidential Privacy Act Data. Civil and Criminal Penalties Apply to Misuse of this Data.* All printed EIV pages carry this message.

## **XVI. Privacy Protection**

Personally Identifiable Information (PII) is defined in OMB M-07-16 as “...information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.”

Sensitive Personally Identifiable Information is PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples include social security or driver’s license numbers, medical records, and financial account numbers such as credit or debit card numbers.

See PIH Notices 2014-10 and 2015-06 for guidance on safeguarding PII.

## **ACRONYMS USED IN SUBSIDIZED HOUSING**

**AAF** Annual adjustment factor (published by HUD in the Federal Register and used to compute annual rent adjustments)  
**ACC** Annual contributions contract  
**ACOP** Admissions and Continued Occupancy Plan (a required plan that is established in order to describe both the HUD required policies and PHA established discretionary policies)  
**ADA** Americans with Disabilities Act of 1990  
**AR** Annual Recertification  
**BR** Bedroom  
**CDD** Community Development Department  
**CDBG** Community Development Block Grant (Program)  
**CFR** Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as “the regulations”)  
**DHS** Department of Homeland Security  
**EIV** Enterprise Income Verification (system mandated by HUD for use by HA’s for the verification of wages as reported by Employers)  
**FEMA** Federal Emergency Management Agency  
**FHA** Federal Housing Administration  
**FICA** Federal Insurance Contributions Act (established Social Security taxes)  
**FMR** Fair market rent  
**FR** Federal Register  
**FSS** Family Self-Sufficiency (Program)  
**FY** Fiscal year  
**FYE** Fiscal year end  
**GAO** Government Accountability Office  
**GR** Gross Rent  
**HA** Housing Authority  
**HAP** Housing Assistance Payment  
**HCV** Housing Choice Voucher  
**HQS** Housing Quality Standards.  
**HUD** Department of Housing and Urban Development  
**HUDCLIPS** HUD Client Information and Policy System  
**IC** Initial Certification  
**IG** (HUD Office of) Inspector General  
**INS** Immigration and Naturalization Service  
**IR** Interim Recertification  
**IRA** Individual Retirement Account  
**IRS** Internal Revenue Service  
**LEP** Limited English Proficiency  
**LBP** Lead-based paint  
**NOFA** Notice of funding availability  
**O/A** Owner/Agent  
**OMB** Office of Management and Budget  
**ORC** Ohio Revised Code  
**PASS** Plan for Achieving Self-Support  
**PHA** Public housing agency  
**PHRA** Public Housing Reform Act of 1998 (also known as the Quality Housing and

Work Responsibility Act)  
**PPHA** Parma Public Housing Authority  
**PIC** PIH Information Center  
**PIH** (HUD Office of) Public and Indian Housing  
**PS** Payment standard  
**QC** Quality control  
**QHWRA** Quality Housing and Work Responsibility Act of 1998 (also known as the Public Housing Reform Act)  
**RA** Reasonable Accommodation  
**REAC** (HUD) Real Estate Assessment Center  
**RFP** Request for proposals  
**RFTA or RTA** Request for tenancy approval  
**SEMAP** Section 8 Management Assessment Program  
**SSA** Social Security Administration  
**SSI** Supplemental security income  
**TANF** Temporary assistance for needy families  
**TR** Tenant rent  
**TTP** Total tenant payment  
**UA** Utility allowance  
**URP** Utility reimbursement payment  
**UPCS** Uniform Property Conditions Standards  
**USC** United States Code  
**USCIS** United States Citizenship and Immigration Services  
**VAWA** Violence Against Women's Act – a Congressional Act put into law outlining the protections and rights of persons who are experiencing domestic violence, stalking violence, or dating violence

