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# HOUSING AUTHORITY OF BARDSTOWN

## ADMISSIONS AND CONTINUED

### OCCUPANCY POLICY (ACOP)

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

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## SECTION I.

## INTRODUCTION:

1. **Mission Statement: - The Authority's goal is to provide drug free, decent, safe, and sanitary housing (in good repair) for eligible families and to provide opportunities and promote self-sufficiency and economic independence for residents.**

### **In order to achieve this mission, we will:**

- ☞ Recognize residents as our ultimate customer;
- ☞ Improve Public Housing Authority (HA) management and service delivery efforts through effective and efficient management of HA staff;
- ☞ Seek problem-solving partnerships with residents, community, and government leadership;
- ☞ Apply HA resources to the effective and efficient management and operation of public housing programs, taking into account changes in Federal funding.

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

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

3. **Primary Responsibilities of the HA:**

- A. Informing eligible families of the availability of public housing assistance;
- B. Determining and posting annually the utility allowances;
- C. Receiving applications from families and determining their eligibility for assistance;
- D. Inspecting Public Housing units to determine that they meet or exceed Uniform Physical Condition Standards (UPCS).
- E. Executing leases;
- F. Collecting rent on a monthly basis from tenants;
- G. Annual/interim re-examinations of income, family composition and re-determination of rent;
- H. Authorizing and processing evictions; and,

I. Ongoing maintenance and modernization of the public housing inventory.

J. Annual updates of:  
Flat rents  
Annual and five year plans  
Maintenance charges  
Income Limits

4. Objectives: - The objectives of this policy are to:

- A. Promote the overall goal of drug free, decent, safe and sanitary housing (in good repair) by:
- (1) Ensuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility.
  - (2) Ensuring the fiscal stability of the HA.
  - (3) Lawfully denying admission or continued occupancy to applicants or tenants whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to HA employees.
  - (4) Ensuring that Elderly families can live in public housing as long as they are able to live independently and/or have someone to help them live independently as in the case of a live-in aid.
- B. Facilitate the efficient management of the HA and compliance with Federal Regulations by establishing policies for the efficient and effective management of the HA's housing inventory and staff.
- C. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that admission to and continued occupancy in public housing are conducted without regard to race, color, religion, creed, sex, national origin, handicap, or familial status.

5. Outreach - As much information as possible about Public Housing may be disseminated through local media (newspaper, radio, television, etc.). For those who call the HA Office, the staff may be available to convey essential information.

- The HA may hold meetings with local community agencies.
- The HA may sponsor "Open House" programs within the public housing community to attract potential tenants to view a public housing unit.
- The HA may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Public Housing. The HA shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age, or source of income, are less likely to apply for Public Housing. When there is a Local Housing Plan (Comprehensive Housing Affordability Strategy (CHAS), the HA planned programs will be incorporated in the CHAS.

## **SECTION II. FAIR HOUSING POLICY**

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

- 1.) No person shall on account of race, color, sex, religion, national or ethnic origin, familial status, disability, marital status, or actual or perceived sexual orientation or gender identity, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the HA programs.
- 2.) No inquiries shall be made about a person's sexual orientation or gender identity. However, the HA may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058.

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

## **SECTION III: REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the HAB housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the HAB will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the HAB will ensure that all applicants/ tenants are aware of the opportunity to request reasonable accommodations.

### **A. COMMUNICATION**

1. Any applicant or tenant may pick up a Request for Reasonable Accommodation form for the HAB's main office during normal operating hours. At the time they begin the full application process; all applicants will receive a Request for Reasonable Accommodation form.
2. Notifications of reexamination, inspection, an appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by tenant will include information about requesting a reasonable accommodation.
3. All decisions granting or denying requests for reasonable accommodations will be in writing.

## B. GRANTING ACCOMMODATIONS

1. Generally the individual knows best what it is he or she needs; however, the HAB retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority's programs or services.
2. If more than one accommodation is equally effective in providing access to the HAB's programs and services, the HAB retains the right to select the most efficient or economic choice.
3. The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the HAB if there is no else willing to pay for the modifications. If another party pays for the modification, the HAB will seek to the same entity pay for any restoration costs.
4. If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the HAB will generally approve such requests if it does not violate codes or affect the structural integrity of the unit.
5. Any request for accommodation that would enable a tenant to materially violate essential lease term will not be approved, i.e., allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

## **SECTION IV. FAMILY INFORMATION, VERIFICATION & PRIVACY RIGHTS**

- The family must supply any information that the HA or HUD determines is necessary in the administration of the public housing program. "Information" includes any requested certification, release or other documentation.
- The family must supply any information requested by the HA or HUD for use in a regularly scheduled annual or interim reexamination of family income, community service or self-sufficiency requirements and family composition in accordance with HUD requirements.
- Any information supplied by the family must be true and complete.
- The use or disclosure of information obtained from a family or from another source pursuant to this release and consent shall be limited to purposes directly connected with the administration of the program.
- Applicants will be required to sign the Federal Privacy Act Statement, which states under what conditions HUD will release tenant information.



- Requests for information by other parties must be accompanied by a signed release request in order for the HA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations.

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

**Highest:**

Up-front Income Verification (UIV) will be mandatory when HUD’s UIV system becomes available [Title 24 CFR 5.236(b)(2)].

**High:**

Mandatory third-party written verification, which is addressed directly to the HA).

**Medium:**

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

**Medium-low:**

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

**Low:**

Tenant declaration: To be used only as a last resort when no other method of verification is available.

**SECTION V. DEFINITION OF TERMS**

Definitions are amended from time to time and are contained in Title 24 CFR, which are incorporated by reference as if fully set out herein. Copies of this regulation are available in the HA Office.

1. **ADJUSTED FAMILY INCOME** - Adjusted Family Income is the income on which total tenant payment is to be based and means the Total Annual Income less the following allowances:
  - A. A deduction of \$480.00 for each member of the family (other than head of household or spouse) who is (1) under eighteen (18) years of age or (2) who is eighteen (18) years of age or older and a verified full-time student and/or is disabled according to this Section.
  - B. A deduction of dollar amounts anticipated to be paid for the care of children (including foster children) under thirteen (13) years of age where care is necessary to enable a family member to be gainfully employed or to further his/her education. The dollar amount must be verified and reflect reasonable charges and cannot exceed the amount of income from employment (if employed).
  - C. A deduction of \$400.00 for Elderly Family whose head, spouse or sole member is sixty-two (62) years of age or older and/or is disabled according to this Section.
  - D. A deduction for any elderly family:
    - (1) That has no Disabled Assistance Expense, an allowance for medical expenses equal

to the amount by which the medical expense shall exceed three (3%) percent of Total Annual Family Income.

- (2) That has Disabled Assistance Expenses greater than or equal to three (3%) percent of Total Annual Family Income, an Allowance for Disabled Assistance computed in accordance with paragraph E of this Section, plus an allowance for medical expenses that is equal to the Family's medical expenses.
- (3) That has Disabled Assistance Expenses that are less than three (3%) percent of Total Annual Family Income, an allowance for combined Disabled Assistance expense and medical expense that is equal to the amount by which the sum of these expenses exceeds three (3%) percent of Total Annual Family Income. Expenses used to compute the deduction cannot be compensated for nor covered by insurance.

E. A deduction for any family that is not an elderly family but has a disabled member other than the head of household or spouse, Disabled Assistance Expense in excess of three (3%) percent of Total Annual Family Income, but this allowance may not exceed the employment received by family members who are eighteen (18) years of age or older as a result of the Assistance to the Disabled person.

F. **Childcare Expenses:** Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to **actively seek employment**, be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

**Note:**

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

2. ADULT - An adult is a person who has reached his/her 18th birthday. Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.
3. CHILD - A member of the family, other than the family head or spouse, who is under 18 years of age.
4. CHILDCARE EXPENSES - Childcare Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to **actively seek employment**, be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed. In the case of childcare necessary to permit employment, the amount deducted must be verified and reflect reasonable charges and shall not exceed the amount of income received from such employment. The HA will not normally determine childcare expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the children. An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability. The head of household must document the disability that prevents the adult from providing childcare.

5. CHILD CUSTODY - An applicant/occupant family who does not have full custody of child/children may only claim a child as a dependent by the following:
  - A. The applicant/occupant must have primary custody of the child.
  - B. The applicant/occupant must provide sufficient evidence that if the applicant were admitted to public housing the child would reside with the applicant. More than one applicant cannot claim the same child.
6. CITIZEN - A citizen or national of the United States.
7. COMMUNITY SERVICE or SELF-SUFFICIENCY REQUIREMENT - Each non-exempt adult family member must perform eight (8) hours of qualifying community service or self-sufficiency activity per month.
8. DEPENDENT - A member of the family (except foster children **and foster adults**), other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. An unborn child shall not be considered a dependent.
9. DISABLED ASSISTANCE EXPENSE - Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Disabled family member and that are necessary to enable a family member (including the Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
10. DISABLED PERSON - A person having a physical or mental impairment which:
  - A. Is expected to be of long-continued and indefinite duration,
  - B. Substantially impedes his/her ability to live independently, and
  - C. Is of such a nature that such disability could be improved by more suitable housing conditions.

**NOTE:**

**All three conditions must be met to qualify as disabled.**

A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)). or is disabled as defined below:

- D. Section 223 of the Social Security Act defines disability as:
  - (1) "Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than

twelve (12) months; or

- (2) in the case of any individual who has attained the age of fifty-five (55) and is blind (within the meaning of "blindness" as defined in Section 416(I)1 of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

E. Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 define disability as:

"A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health and Human Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial disability to such individual."

F. No individual shall be considered to be a person with a disability for purposes of eligibility for low income housing solely on the basis of any drug or alcohol dependency.

11. DISPLACED FAMILY - A person, or family, displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
12. ELDERLY FAMILY - A family whose head or spouse or whose sole member is at least sixty-two (62) years of age, or disabled
13. ELDERLY PERSON - A person who is at least sixty-two (62) years of age.
14. EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS - The documents that must be submitted to prove citizenship or eligible immigration status.
15. EXTREMELY LOW INCOME - An extremely low Income Family means a family whose annual income does not exceed thirty (30%) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 30 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.
16. FAMILIAL STATUS - Individuals in the process of obtaining custody of any individual who has not reached the age of 18 years are processed for occupancy the same as single persons. Therefore, individuals in the process of obtaining custody of any individual who has not reached the age of 18 years are processed for occupancy the same as a single persons and are only entitled to a one bedroom unit. Once custody is obtained, the family will qualify for an appropriate sized unit and authorized to transfer as outlined in the Transfer Section. A single pregnant woman will qualify as a family as long as documentation from a medical doctor is provided. **Note: The Housing**

**Authority will have the discretion to decide in what size unit to initially place the pregnant individual.**

17. FAMILY - The term "family" as used in this policy means:

◆ **Regardless of actual or perceived sexual orientation, gender identity, or marital status, family includes, but is not limited to the following:**

- A. Two or more persons related by blood, marriage, or by operation of law. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size); who live regularly together as a single household in the dwelling unit. By definition, a family must contain a competent adult of at least 18 years of age to enter into a contract and is capable of functioning as the head of the household. There must be some concept of family living beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy. Some recognized and acceptable basis of family relationship must exist as a condition of eligibility.
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not elderly or a displaced person, or a person with disabilities, or the remaining member of a tenant family.

**Note:**

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

18. FLAT RENT - The market value of the unit as set by the survey conducted by the HA in accordance with HUD rules and regulations.

**Note:**

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

19. FOSTER CHILDREN - With the prior written consent of the Landlord, a foster child may reside on the premises. The factors considered by the Landlord in determining whether or not consent is

granted may include:

- A. Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
  - B. The Landlord's obligation to make reasonable accommodation for handicapped persons.
20. FULL-TIME STUDENT - A member of a family (other than the head of household or spouse) who is carrying a subject load which is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with diploma or certificate program, as well as an institution offering a college degree. Verification will be supplied by the attended educational institution.
21. HAZARDOUS DUTY PAY - Pay to a family member in the Armed Forces away from home and exposed to hostile fire.
22. HEAD OF HOUSEHOLD - The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.
23. HOMELESS FAMILY - Any individual or family who:
- A. Lacks a fixed, regular, and adequate nighttime residence;
  - B. Has a primary nighttime residence that is:
    - (1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill);
    - (2) An institution that provides a temporary residence for individuals intended to be institutionalized; or
    - (3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
  - C. A homeless family does not include:
    - (1) Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law; or
    - (2) Any individual who is a Single Room Occupant that is not considered substandard housing.
24. INCOME EXCLUSIONS - Annual Income does not include such temporary, non-recurring or sporadic income as the following:
- A. Income from employment of children (including foster children) under the age of eighteen (18).
  - B. Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
  - C. Lump-sum additions to family assets, such as, inheritances, insurance payments, (including

payments under health and accident insurance and workmen's compensation), capital gains, and settlements for personal or property losses (except payment in lieu of earnings).

- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
- E. Income of a live-in aide (as defined in this policy).
- F. The full amount of student financial assistance paid directly to the student or to the educational institution.
- G. The special pay to a family member serving in the armed forces who is exposed to hostile fire.
- H. Amounts received under training programs funded by HUD.
- I. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- J. Amounts received by a participant in other publicly assisted programs which is specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
- K. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the HA, 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, and serving as a member of the HA governing Board (If Allowed by State Law). No Resident may receive more than one such stipend during the same period of time.
- L. Incremental earnings and benefits resulting to any family member from participation in State or local employment training programs (including training programs not affiliated with a local government) in training of a family member as resident Management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
- M. Temporary, nonrecurring or sporadic income (including gifts).
- N. Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.
- O. Earning in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
- P. Adoption assistance payments in excess of \$480 per adopted child.
- Q. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- R. 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.
- S. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the costs of services and equipment to help keep the developmentally disabled family member at home.
- T. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977.
- U. Payments to volunteers in programs pursuant to the Domestic Volunteers Service Act of 1973.

- V. Payments received under the Alaska Native Claims Settlement Act.
- W. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes.
- X. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program.
- Y. Payments received under programs funded in whole or in part under the Job Training Partnership Act. Effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Work Force Investment Act of 1998.
- Z. Income derived from the disposition of funds to the Grand River band of Ottawa Indians.
- AA. The first \$2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interest of individual Indians in trust or restricted lands, including the first \$2,000.00 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands.
- BB. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under federal work study programs or under Bureau of Indian Affairs Student Assistance Programs.
- CC. Payments received from Programs funded under Title V of The Older Americans Act of 1985.
- DD. Payments received on or after January 1, 1989, from the agent orange settlement fund or any other fund established pursuant to the settlement “In Re: Agent-Product Liability Litigation” M.D.L. No. 381 (EDNY)
- EE. Payments received under the Maine Indian Claims Settlement Act of 1980.
- FF. 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.
- GG. Earned Income Tax Credit (EITC) refund payments received on or after January 1, 1991.
- HH. Payments by the Indian Claims Commission to the confederated tribes and bands of the Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.
- II. Allowances, earnings and payments to Ameri-Corps participants under the National and Community Service Act of 1990.
- JJ. Any allowance paid under the provisions of 38 USC 1805 to a child suffering from spina bifida who is the child of a Vietnam Veteran.
- KK. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the costs of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act.
- LL. Allowances, earnings and payments to individuals participating in programs under the Work Force Investment Act of 1998.
- MM. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- NN. Twelve Month Exclusions (Self-sufficiency incentives):
  - (1) The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the U.S. Housing Act of 1937, and the Quality Housing and Work Responsibility Act of 1998 (referred to as the 1998 Act) or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:



- (a) Comparable Federal, State or Local Law means a program providing employment
  - (b) training and supportive services that:
    - (i) Are authorized by a federal, state or local law;
    - (ii) Are funded by federal, state or local government;
    - (iii) Are operated or administered by a public agency;
    - (iv) Has as its objective to assist participants in acquiring job skills; and/or
    - (v) If applicable, is a participant in the HA Family Self-Sufficiency Program.
  - (b) Exclusion period means the period during which the resident participates in a program described in this section, plus 12 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937 and the 1998 Act. Amount previously being received, including TANF, will continue to be counted as annual income.
  - (c) Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- (2) In addition to the training exclusion listed above, the 1998 Act provides for Earned Income Disallowance (EID) for 12 months of a family member who was previously unemployed for one or more years, which is defined as a minimum of 12 consecutive months. This includes a person who has earned income during the previous 12 months but the income was no more than 10 hours of work per week for 50 weeks at or below the established minimum wage. The 1998 Act also excludes the income for 12 months for any resident who received assistance under the Temporary Assistance for Needy Families (TANF) program in the last six (6) months. The TANF funding received must be a minimum of \$500 over a six-month period. A representative from the TANF agency must verify that the resident is or was receiving TANF benefits within the last six months. The six month period will start on the day the resident reports the income to the HA. Also, the 1998 Act excludes for 12 months the income resulting in the participation of a family member in the HA Family Self-Sufficiency Program, if applicable to the HA.
- (3) Phase-in-of Rent Increases (after completion of the initial 12-month period): Upon the expiration of the EID's initial 12-month period as described in this section, the rent payable by a family may be increased due to continued employment of the resident but it will be limited to 50% of the increase in income. The applicable rent increase will be effective on the first day of the thirteenth month and expire on the twenty-fourth month. After the conclusion of the twenty-four month period, the applicable rent will be calculated (without any EID), as described in this section, and in accordance with federal regulations. The applicable rent will be due and payable on the first of the twenty-fifth month. Total income will include all wages/salaries earned by the applicable family member after the expiration of the 24-month period.
- (4) Maximum four-year EID. The disallowance of increased income of an individual family member as provided above, is limited to a lifetime 48-month period. It only

applies for an EID maximum of 24 months as described above during the 48 period starting from the initial EID period.

- (5) Inapplicability to admission. The EID as a result of employment under this section does not apply for purposes of admission to the program.
  - a. If a person is employed prior to admission he/she will not qualify for the EIDs; or
  - b. If a family member begins employment after admission, that member may be eligible for the EID.

25. INFANT - A child under the age of two years.
26. INTERIM REDETERMINATION OF RENT - Changes of rent between admissions and reexaminations and the next succeeding reexamination.
27. INS - The U. S. Immigration and Naturalization Service.
28. LIVE-IN AIDE - A person who resides with an Elderly, Disabled, or Handicapped person or persons and who:
  - A. Is determined by the HA to be essential to the care and well-being of the person(s)
  - B. Is not obligated for support of the person(s)
  - C. Would not be living in the unit except to provide supportive services. The income of a Live-in-aide that meets these requirements is not included as income to the tenant family. **A Live-in Aide must be approved, in advance, by the HA and meet eligibility requirements for public housing occupancy.**
29. LOWER INCOME FAMILY - A family who's Annual Income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD.
30. MAXIMUM RENTS - The "maximum rent" for public housing authorities (HAs) referred to in Guidebook 7465.7, "Restrictions on Assistance to Non-citizens," is determined by the HA by using the methodology specified in Appendix A.
31. MEDICAL EXPENSE - Those necessary medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. Medical expenses, in excess of three percent (3%) of Annual Income, are deductible from income by elderly families only.
32. MILITARY SERVICE - Military Service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and, since July 29, 1945, the commissioned corps of the United States Public Health Service.
33. MINIMUM RENT - The HA has the discretion to establish the "minimum rent" from \$0 up to \$50. The minimum rent established by this HA is \$ 50.00

34. MINOR - A "minor" is a person under eighteen years of age. (An unborn child may not be counted as a minor.)
35. MIXED FAMILY - A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
36. MONTHLY ADJUSTED INCOME - One-twelfth of Adjusted Annual Income.
37. MONTHLY INCOME - One twelfth of Annual Income. For purpose of determining priorities based on an applicant's rent as a percentage of family income, family income is the same as monthly income.
38. NATIONAL - A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.
39. NEAR ELDERLY - A family whose head or spouse or "sole member" is at least fifty years of age, but below the age of sixty-two.
40. NET FAMILY ASSETS - Net Family Assets means the net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking and savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, this HA shall include the value of any business or family assets disposed of by an applicant or Tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Tenant receives important consideration not measurable in dollar terms.

Calculation: If the household has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from such assets **or** a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

41. NON-CITIZEN - A person who is neither a citizen nor national of the United States.
42. PRORATION OF RENT – See APPENDIX A.
43. PUBLIC HOUSING AGENCY (HA) - Any State, County, Municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development of operation of housing for lower income families.
44. RECERTIFICATION - Recertification is sometimes called reexamination. The process of securing

documentation, which indicates that tenants meet the eligibility requirements for continued occupancy.

45. RE-EXAMINATION DATE - The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent. The re-examination date(s) is the anniversary date (month) of the lease.
46. REMAINING MEMBER OF THE RESIDENT FAMILY - The person(s) of legal age remaining in the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must occupy the public housing unit to which he claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete forms necessary for housing within ten calendar days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain in the unit.

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

47. SINGLE PERSON - A person who lives alone, or intends to live alone, and who does not qualify as an elderly family, or a displaced person, or as the remaining member of a Tenant family.
48. SPOUSE - A spouse is the legal husband or wife of the head of the household.
49. STANDARD PERMANENT REPLACEMENT HOUSING - Is housing
  - A. That is decent, safe, sanitary and in good repair;
  - B. That is adequate for the family size; and
  - C. That the family is occupying pursuant to a lease or occupancy agreement.

**Note:**

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

50. TEMPORARILY ABSENT FAMILY MEMBERS - Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.
51. TENANT RENT - The amount payable monthly by the Family as rent to the HA.
- A. Where all utilities (gas, water and electricity) are supplied by the HA, Tenant Rent equals Total Tenant Payment or minimum rent. Where some or all utilities (gas, water and electricity) are not supplied by the HA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment or minimum rent less the utility allowance. Telephone and cable television service is not a utility.
  - B. Maximum rent: (see definition SECTION IV, Part 30)
  - C. Flat rent: (see definition SECTION IV, Part 18)
52. TOTAL ANNUAL FAMILY INCOME - Annual income means all amounts, monetary or not, which: (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and (3) Which are not specifically excluded in paragraph (c) of this **section**. (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Total Annual Family Income **includes**, but is not limited to, the following:

- A. The full amount, before any payroll deduction, of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses);
- B. Net income from the operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining Net Income.) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or other assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends and other net income of any kind from real or personal property. (For this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). All allowance for depreciation is permitted only as authorized in Paragraph B of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets

invested by the family. Where 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.

- D. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefit and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment; *(Excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS))*
- E. Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen's compensation and severance pay, but see Paragraph 55-C in this section.
- F. Welfare assistance. (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments: (A) qualify as assistance under the TANF program definition at 45 CFR 260.31; and (B) are not otherwise excluded under definition of income exclusions in this section. (ii) if the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus (B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- G. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. If the payments actually received are different than the determined amount, rent can be adjusted in accordance with Section III D of the dwelling lease.
- H. All regular pay, special pay and allowances of a member of the Armed Forces (except special pay due to exposure to hostile fire).

**Note:**

**If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.**

Tenants that receive lump-sum payments that are included as income and fall in the categories listed above, *(Excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS))*, must report the income to the Housing Authority as soon as possible but no later than ten (10) calendar days after receipt of the funds and the applicable portion of the payment that is due as back rent is due fourteen (14) days after the HA notifies the family of the amount due.

Unreported Income: If a tenant fails to report income, the tenancy will be terminated under the terms of the HA's lease. If the act is determined by the HA to be intentional, the tenant will be obligated to pay the applicable portion of the rent for any and all unreported income. If the unreported income was an unintentional by the tenant the tenant will be billed for the amount due the HA and the amount will be payable within fourteen (14) days. If the payment cannot be made in one payment, the tenant may request the HA to approve a repayment schedule. Any repayment agreement must be in writing and signed by the Tenant and a HA representative.

53. TOTAL TENANT PAYMENT (TTP): The TTP for families participating in the Public Housing program must be at least \$ 50.00 which is the minimum rent established by the HA.

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

- (1) 30 percent of family adjusted monthly income;
- (2) 10 percent of family gross monthly income;
- (3) \$ 50.00 which is the minimum rent set by the HA.

Flat rent. The resident may elect the flat rent as may be appropriate in lieu of the rent calculated in paragraph "A," above.

54. UTILITIES - Utilities may include water, electricity, gas, garbage, and sewage services.

55. UTILITY ALLOWANCE - If the cost of utilities (except telephone and air conditioning added after initial construction) and other housing services for an assisted unit is not included in the Tenant rent, but is the responsibility of the family occupying the unit, then the utility allowance is an amount equal to the estimate made or approved by the HA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. If the family pays directly for one or more utilities or services, the amount of the allowance is deducted from the gross rent in determining the contract rent and is included in the gross family contribution.

56. VERY LOW-INCOME FAMILY - A lower Income Family means a family whose annual income does not exceed fifty (50%) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

57. WAGE EARNER - A person in a gainful activity who receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms "Wage Earner" and "Worker" are used interchangeably.

58. WELFARE ASSISTANCE - Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

## SECTION VI. APPLYING FOR ADMISSION

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

Applications will be accepted at the following location: Housing Authority of Bardstown, 513 West Broadway, Bardstown, Kentucky.

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

Applications may be picked up at the Housing Authority office on Monday through Friday from 7:30 a.m. until 4:30 p.m.

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

The application must be dated, time-stamped, and referred to the HA's office where tenant selection and assignment is processed.

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

2. Closing of Application In-take: If the HA is taking applications, the HA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to occupy a public housing unit within the next 12 month period. Application taking may be suspended by bedroom size, if applicable. The HA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the fact that applications for public housing units are being suspended.

To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

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

The HA will utilize the following procedures:

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



The Notice must contain the following:

- A. The HA will publish the date applications will be accepted and the location where applications can be completed.

If the HA anticipates suspending the taking of applications after a period of time, the date of acceptance and closing of applications must be published.

- B. Advise families that applications will be taken at the designated office;

- C. Briefly describe the Public Housing program; and

- D. State that applicants for Public Housing must specifically apply for the Public Housing Units and applicants for Public Housing may also apply for the Section 8 Program, if applicable, and they will not lose their place on the Public Housing waiting list if they also apply for Section 8 assistance. For this to be applicable the HA must have a Section 8 Program and be accepting applications for Section 8 assistance. However, if a family is receiving assistance under any other program, they will be given a lower priority.

- E. To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

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

## **SECTION VII. MISSED APPOINTMENTS**

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

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

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

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

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

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

## **SECTION VIII. MISREPRESENTATION BY THE APPLICANT OR TENANT**

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

## **SECTION IX. ADMISSION ELIGIBILITY AND CRITERIA:**

1. The HA is responsible for screening family behavior and suitability for tenancy. All families who are admitted to the Public Housing Program in the HA must be individually determined eligible under the terms of this plan. In order to be determined eligible, an applicant family must meet **all** of the following requirements:
  - A. The applicant family must qualify as a family as defined in the Definitions Section.
  - B. The applicant family's Total Annual Family Income as defined in the Definitions Section, must not exceed income limits established by HUD for Public Housing.
  - C. Head of Household must be 18 years of age or older.

2. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), credit reports, National Crime Identification Center (NCIC) reports, landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented and placed in the applicant's file. Such documentation may include reports of interviews, letters, or telephone conversations with reliable sources. As a minimum, such reports shall indicate the date, the source of the information, including the name and title of the individual contacted, and a resume of the information received.

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

3. If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he/she will be so informed and the reasons stated in writing. The applicant will be granted fourteen days from the date stated on the ineligible letter to request an informal meeting. The applicant may bring any person he/she wishes to represent them at the informal meeting. The request for an informal meeting must be submitted in writing.
4. Single persons, other than elderly or disabled, living alone or intending to live alone who do not meet any of the definitions of a family, if the HA makes certain that all three of the following requirements are met:
  - A. Elderly families (including disabled persons) are given preference over single persons, and
  - B. Near Elderly (at least fifty years of age, but below the age of 62) are given preference over single applicants in developments designated for the elderly, and
  - C. Single persons are only eligible for one bedroom and/or efficiency units.
5. Declaration of Citizenship: The HA may not provide assistance to nor make financial assistance available to a person other than United States citizens, nationals, or certain categories of eligible non-citizen in HUD's assisted housing programs.
6. Once an applicant becomes a tenant in the HA's public housing program, the head of household must request permission to add another person to the dwelling lease. The person being added must meet all eligibility requirements before the HA will approve any addition to the dwelling lease.

**The Violence Against Women Act and Department of Justice Reauthorization Act of 2005 (VAWA) prohibits the eviction of, and removal of assistance from, certain persons living in public or Section 8-assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking. Bardstowm Housing Authority has made tenants participating in the public housing and the voucher programs as well as owners participating in the Section 8 voucher programs aware of the requirements of VAWA. VAWA protects certain victims of criminal domestic violence, dating violence, sexual assault, or stalking – as well as members of the victims'**

**immediate families – from losing their HUD-assisted housing as a consequence of the abuse of which they were the victim. All victims of abuse will be required to certify that the alleged incidents of abuse are bona fide.**

## **SECTION X. VERIFICATION AND DOCUMENTATION**

Families are required to provide Social Security Numbers (SSN) for all family members age 6 and older prior to admission, if they have been issued SSN by the Social Security Administration. All members of the family defined above must either:

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

Verification will be done through a valid Social Security card issued by the Social Security Administration.

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

3. Applicants may not become residents until the documentation is provided and verified. The applicant will retain their position on the waiting list during this period. The applicant will be given ninety (90) days to furnish the documentation before losing their place on the waiting list.

Additional documentation that may be required in determining eligibility:

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

4. Marriage Certificate: If a marriage certificate is not available the following information is acceptable:
  - Drivers License that displays the same address and last names

- Federal Tax Forms that indicate that the family filed taxes as a married couple during the last tax reporting period.
  - Other acceptable forms of documentation of marriage would include any document that has been issued by a Federal, State, City or County Government and indicates that the individuals are living as a married couple. Couples that are considered married under common law can provide the same information, as listed above, to document that they are living together as a married couple.
  - The couple also certifies in their application for housing that they are married.
5. Personal References: Personal references (other than family members) may be used when an applicant cannot produce prior rental history records.
  6. Supplemental Social Security Income (SSI) Benefits
  7. Unemployment Compensation
  8. VA Benefits
  9. Any other reasonable information needed to determine eligibility may be requested by the HA, which may include police reports.
  10. Separation means the ending of co-habitation by mutual agreement. - If an applicant is divorced\* or separated and has children by that spouse, applicant must provide at least one of the verifications listed below:
    - A. A FINAL divorce decree. \*(Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced)
    - B. Verification that applicant is receiving court-ordered child support from former spouse.
    - C. Verification that applicant is pursuing child support through Department of Human Resources, Child Support Unit or Circuit Clerk's Office.
    - D. If applicant is receiving personal child support, then applicant can make arrangements to have the child support paid documented through the court system, either through the circuit clerk's office, Department of Human Resources, or through a court referee.
    - E. Receiving TANF (Temporary Assistance to Needy Families) through the Department of Human Resources for former spouse's children.
    - F. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.
    - G. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and those they filed from different addresses.
    - H. (1) Written statement from Lawyer that applicant has filed suit for divorce

- because of physical abuse.
- (2) A written statement from an abuse shelter, law enforcement agency, social service agencies that applicant needs housing due to physical abuse.

**Note:**

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

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

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

**Note:**

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

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

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

**SECTION XI.**

**GROUND FOR DENIAL OF ADMISSION**

1. The HA is neither required nor obligated to assist families who:

◆ The fact that an applicant or tenant was arrested for a disqualifying offense not be treated or regarded as proof that the applicant or tenant engaged in disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the applicant or tenant actually engaged in disqualifying criminal activity. As part of its investigation the HA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The HA may also consider any statements made by witnesses or the applicant or tenant not included in the police report; whether criminal charges were filed. Whether, if filed criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.

- A. Owes rent, other amounts, or judgments to any HA or any other federally subsidized housing program, the applicant will be declared ineligible. At the HA's discretion, the applicant may be declared eligible upon payment of debt, with the date and time of application being the time of payment and meeting other criteria.

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

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

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

**Note:**

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

- 2. If an applicant is denied admission, the HA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant fourteen (14) calendar days to request an informal meeting (in writing) with the HA. A HA representative will hear the appeal and issue a decision within fourteen (14) calendar days of the meeting.
- 3. As a general rule applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:
  - A. Denied admission for three (3) years for the following:
    - Past rental record
    - Bad rent paying habits



- Bad housekeeping habits, in and outside the unit
- Damages
- Disturbances
- Live-ins
- Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.

B. Denied admission for five (5) years for the following:

- Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing for a five-year period beginning on the date of such eviction.
- Court-ordered eviction from public housing, Indian Housing, Section 8, Section 23 or any federally assisted housing programs.
- The HA can waive this requirement if: the person demonstrates to the HA's satisfaction successful completion of a rehabilitation program approved by the HA, or the circumstances leading to the eviction no longer exist.
- Welfare fraud
- Arrested or convicted for violent or other disqualifying criminal activity, that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period.(Whichever is later)
- Three or more alcohol – related arrests

C. Denied admission for ten (10) years for the following:

- Fraud (giving false information on the application is considered fraud).
- Drug use without evidence of rehabilitation.
- Conviction for Drug Trafficking

D. Ineligible For Lifetime:

- Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

- Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed”) on the premises of the public housing project. Premises is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
- Note: Applicants who owe monies HUD or any other Federal, State, or Locally subsidized housing program will not be processed. The applicant must pay in full the balance owed before an application will be processed. Repaying funds that are due does not necessarily qualify an applicant for housing. Such payments will be considered along with other factors in the application process. Any money owed to a housing agency that has been discharged by bankruptcy shall not be considered in making this determination.
- Note: Applicants who are ineligible with other Federal, State, or Locally subsidized housing program will not be processed for as long as the ineligibility time frame is in effect (even if it is different than this agency’s ineligibility time frame)

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

**SECTION XII. TENANT SELECTION AND ASSIGNMENT PLAN**

1. Equal Opportunity: - **The Fair Housing Act makes it illegal to discriminate on the basis of race, color, sex, religion, national or ethnic origin, familial status, disability, marital status, or actual or perceived sexual orientation or gender identity.** This HA shall not deny to any family the opportunity of applying for admission nor shall it deny to any eligible applicant the opportunity of leasing or renting a dwelling suitable to its need in any low-rent project operated by this HA.
2. Selection Process: - Tenants shall be selected from among eligible applicant families whose family composition is appropriate to available dwelling units. The HA will take into consideration the needs of individual families for low rent housing and the statutory purpose in developing and operating a socially and financially sound low-income housing project, which provides a decent home and a suitable living environment and fosters economic and social diversity in the tenant body as a whole. Selection will be made in such a manner as:
  - A. For every fiscal year, each HA shall reserve a percentage of its new admissions for families whose incomes do not exceed thirty percent of the area median income. The goal for public housing shall be forty percent of new admissions. In reaching the new admissions goals, the HA’s required to avoid concentrating very low income families in projects and must comply with the deconcentration policy.

- B. To maintain a tenant body in each project composed of families with a broad range of income and rent paying ability which is generally representative of the range of incomes of low income families in the HA's area of operation as defined by state law.
3. Order of Selection: - Applications will be filed in the following hierarchical order:
- A. Unit size\type needed by applicants
  - B. Date and time of application
  - C. Provided, however, the provisions of the deconcentration rule, contained within this policy, shall supersede the selection of applicants based on date and time and local preference points, if applicable, and allow the HA to skip families on the waiting list to accomplish this goal.

**Note:**

**An applicant can reject an offer 1 time before losing their place on the waiting list. If an applicant rejects the first offer, the applicant will be notified at that time that due to the fact they refused the offer of assistance, the date and time of their application is being changed to the date and time that they refused the offer. This will be explained verbally and followed-up in writing to the applicant. The HA will notify (verbally) the applicant that their actions will affect their place on the waiting list, and the next offer of assistance will be made when their name reaches the top of the waiting list. After an applicant rejects a unit twice, they will be removed from the waiting list.**

**SECTION XIII. GROUND FOR DENIAL AND OPPORTUNITY FOR HEARING**

If the HA determines that an applicant does not meet the criteria for receiving housing, the HA must promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with the HA's designee to review it. If requested within fourteen (14) calendar days, the meeting must be conducted by a person or persons designated by the HA. The person designated by the HA to conduct the informal hearing shall be an impartial person appointed by the HA other than a person who made the approval of the HA's action under review or a subordinate of such person. The procedures specified in this section must be carried out in accordance with HUD's requirements. **The applicant may exercise other rights if the applicant believes that he or she has been discriminated against on the basis of race, color, religion, sex, disability, familial status, national or ethnic origin, marital status or actual or perceived sexual orientation or gender identity.**

**Note:**

**The HA grievance procedure applies only to residents. It does NOT apply to applicants.**

**SECTION XIV. INCOME VERIFICATION AND DOCUMENTATION**

1. The HAB will verify information related to waiting list, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodation; full-time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to and a determination of level of assistance.

2. **ACCEPTABLE METHODS OF VERIFICATION:**

Age, relationship, U.S citizenship, and Social Security Numbers (SSN) will generally be verified with documentation provided by the family. Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

3. Up – Front Income Verifications (UIV)

UIV is the verification of income through an independent source that systematically maintains income in computerized form for a large number of individuals.

A. Enterprise Income Verification (EIV) – the EIV System is a web-based application, which provides PHA's with employment, wages, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB) and SSN) reported on the form HUD-50058 MTW. Use of the EIV system in its entirety is mandatory for all annual and interim re-examination. The HAB will monitor the following EIV reports on a monthly basis (1) Deceased Tenants Report, (2) Identity Verification Report, and the (3) Immigration Report. In addition, it will monitor on a quarterly basis the following EIV reports – (1) Income Discrepancy Report, Multiple Subsidy Report, and the new Hires Report.

4. The HA will conduct the following for verification purposes:

- "Verification of Employment" for wage earners;
- Verification of public assistance for those persons who receive public assistance;
- Documentation of exceptional medical and/or other expenses (elderly family status);
- Verifications of assets (savings, stocks, bonds, etc.);
- Birth Certificates; and
- Other means or sources of income verification.

5. Once all of the information is verified the HA shall calculate the monthly income based rent. The

family will be notified of this amount and the amount of the flat rent. The family shall have the option to choose its monthly rent payment.

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

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

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

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

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

All changes need to be turned in to the Housing Authority office before the 25<sup>th</sup> of each month in order to make adjustments for the next month.

## **SECTION XV. ORIENTATION OF FAMILIES**

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

An Applicant can reject an offer 1 time before losing their place on the waiting list. If an applicant rejects the first offer, the applicant will be notified at that time that due to the fact that they refused the offer of assistance, the date and time of their application is being changed to the date and time that they refused the offer. This will be explained verbally. The HA will notify (verbally) the applicant that their actions will affect their place on the waiting list and the next offer of assistance will be made when their name reaches the top of the waiting list.

- B. The applicable deposit will be collected at the time of the briefing.
- C. At the briefing, the Lease and Grievance Procedure is explained in detail to the applicant and/or applicants (there can be more than one family at the briefing.)
- D. The signing of all required occupancy forms is to be privately handled at the end of each briefing.
  - (1) The required occupancy forms are explained at that time and the dwelling lease is signed by the prospective tenant and a HA representative.
  - (2) A move-in inspection will be completed after the briefing appointment.

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

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

3. Format of the Briefing: - The applicant is provided a copy of the Dwelling Lease and Grievance Procedure and the provisions of the Lease and Grievance Procedure are explained to the Tenant, and the lease specifies the unit to be occupied, family composition, date of admission, the rent to be charged, utility allowances, (if applicable) excess utilities, and the terms of occupancy. The applicant shall be provided with a move-in package containing additional policies, schedules of charges, and terms of occupancy.

4. Dwelling Lease completion:

- A. All adult members of the household, including the head of household of the family notified for admission to the housing communities shall be required to execute the Dwelling Lease prior to admission. One executed copy is to be furnished the family and the original executed copy is to be retained in the Tenant file established for the family by the HA. A copy of the Grievance Procedure shall be attached to the family's copy of the Lease.
- B. When a Tenant family transfers to another dwelling, the existing Lease shall be canceled and a new Dwelling Lease executed for the present dwelling for the remainder of the term of the lease for the previous dwelling.
- C. If at any time during the life of the Dwelling Lease, any other changes in the Tenant's status results in the need to change or amend any provision of the Lease, or if the tenant status changes resulting in a replacement of page one this page shall be completed, signed, and a copy given to the family as the replacement for page one.
- D. A duplicate form of acknowledgment and understanding which lists all items of which the tenant has been informed shall be signed by the tenant and the HA representative. A copy of this form shall be attached to the family's copy of the lease along with copies of items as referred to and a copy maintained in the tenant's file.

- E. Rent and other charges are due and payable on the first day of the month. All rents should be paid at the Management Office or mailed to the HAB. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment.
- F. If rent is not paid by the fifth on the month, A Notice to Vacate will be issued to the tenant. If rent is paid by personnel check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$28.00 for bank charges and/or processing costs.
- G. The HAB shall generate the EIV Deceased Tenants monthly shortly before either the end of the month or creating rent statements to see if the system flags deceased residents. The Housing Authority shall review the report and follow up with any listed families immediately and take any necessary corrective action as set forth in PIH notice 2010-50 or successor publications.
- H. If it is a single member household, the HAB shall immediately visit the unit and determine if it is vacant or occupied by an unauthorized person. If improperly occupied, the Housing Authority shall take immediate eviction action under state law. If the property is occupied by a live-in aide to the deceased person, the aide must move out immediately and is not eligible for continued occupancy or rental assistance.

## **SECTION XVI. ANNUAL INSPECTIONS OF PUBLIC HOUSING UNITS**

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

## **SECTION XVII. INSPECTION AND ENTRY OF UNIT PROCEDURES**

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

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

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

with the reason for the entry, by leaving a written notice of the time, date and reason for the entry.

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

## **SECTION XVIII. TYPES OF INSPECTIONS:**

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

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

**Note:**

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

2. Move-out Inspections: - Performed with tenant, if possible, and documented by HA on inspection form and signed by the tenant, if present. This inspection determines if the tenant is responsible for any damages and owes the HA funds. Any deposit will be used to offset the funds due the HA.
3. Annual Inspections: - The HA inspects 100% of its units annually using standards that meet or exceed Uniform Physical Condition Standards (UPCS).
4. Preventive Maintenance (PM) Inspections: - PM inspections are performed by HA staffs on a regular basis and the residents are given at least two days notice prior to the inspection.
5. Thirty-Day Inspections: - The HA representative may perform thirty-day home visits to see if the resident is keeping the unit in a decent, safe and sanitary condition. This visit can also be used as an opportunity to get to know the tenant and see if they have any specific needs that we can help them with and/or refer them to a service agency. The tenant will be given at least two days notice, prior to the inspection.
6. Special Inspections: - Representatives from the U. S. Department of Housing and Urban Development and/or other Government Officials visit the HA to monitor operations and as part of the monitoring they will inspect a sampling of the public housing inventory. The affected tenants will be given two days notice.



7. Emergency Inspections: - If any employee and/or agent of the HA has reason to believe that an emergency exists within the public housing unit, the unit can be entered **without** notice. The person(s) that enters the unit must leave a written notice to the tenant that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

## **SECTION XIX. DETERMINATION OF RENT, REEXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES**

1. Determination of Rent: The TTP for families participating in the Public Housing program must be at least \$ 50.00 which is the minimum rent established by the HA.
- A. For the Public Housing Program, the TTP must be the greater of:
- (1) 30 percent of family monthly-adjusted income;
  - (2) 10 percent of family monthly gross income;
  - (3) \$ 50.00 which is the minimum rent set by the HA
- B. Flat rent. The resident may elect the flat rent as may be appropriate in lieu of the rent calculated in paragraph "A," above.

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

**Note:**

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

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

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

2. Annual Reexamination:

- A. Once each year, or as required by this HA, each family will be required to furnish information in Section III (A) of the Dwelling Lease and in the Community Service Policy. Verifications acceptable to the HA shall be obtained and determinations made. In the event of failure or refusal of Tenant to report the necessary information, the HA may terminate the Lease. This reexamination shall be done by March 1.
- B. Records shall be maintained to ensure every Tenant being reexamined within a twelve-month period.
- C. Upon completion of reexamination and verification, Tenant shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following: (A copy of such notification is to be retained in the Tenant's file.)
  - (1) Any change in rent and the date on which it becomes effective.
  - (2) Any change required in the size of dwelling unit occupied.
  - (3) Any instance of misrepresentation or noncompliance with the terms of the Dwelling Lease and the corrective action(s) to be taken.
  - (4) The amount of the tenant rent and the amount of the flat rent.
- D. In the event of change in tenant circumstances tenant will be sent a notice to report to the management office at a specified date and time to execute a new Part II of the Residential Lease Agreement of the Lease.
- E. If the HA determines that the size of the premises is no longer appropriate for Tenant's needs, the tenant may be required to transfer to another units as outlined in HA's Internal Transfer Policy.

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

- A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the HA in advance, and must qualify, the same as an applicant or any prospective new tenant.
- B. Employment, unemployment or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.
- C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above

sources, which constitute the sum of monthly payments for a preceding period paid in a lump sum, must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.

- D. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and redetermination of rent.
- E. Errors of omission made at admission or re-examination shall be corrected by the HA. Retroactive payments will be made to the tenant if the error is in the tenant's favor.
- F. A tenant who has had an income reduction\increase after initial occupancy or after annual re-examination must report all changes in income within ten (10) calendar days regardless of the amount or source.
- G. For families paying a flat rent, the head of household may request at any time that his/her rent be changed to an income based rent due to a financial hardship. Financial hardships include the following situations:
  - The family has experienced a decrease in income because of changed circumstances, including loss or reduction in employment, death in the family, or reduction in or loss of earnings or other assistance;
  - The family has experienced an increase in expenses, because of changes circumstances, for medical cost, child care, transportation, education, or similar items;  
**or**
  - Such other situations determined by the HA to be appropriate.

**Note:**

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

- 4. Notice of Temporary Rent: - On occasions, the HA is required to compute rent based on information that is supplied by the tenant and third party information that has not or will not be provided by the employer. When this situation occurs the HA will compute a temporary rent based on the information available. Once the information is verified the tenant will be notified in writing. If an underpayment was made based on the information provided, the tenant will have fourteen (14) calendar days from the date of the HA notification to pay the amount specified. If the tenant has made an overpayment, that amount will be credited to the tenant account. The Head of Household and Spouse (if applicable), and an HA representative signs this Notice of Temporary Rent and it is filed with the dwelling lease and a copy provided to the tenant.
- 5. The effective dates of Interim Re-determination of rent:
  - A. Any decrease in rent resulting from any decreases in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing.
  - B. The tenant agrees to pay any increase in rent resulting from an increase in family income the

first of the second month following the date in which such increase in family income occurred, and to pay any back rent due because of failure on the part of the tenant to report such increase in family income.

- C. Any interim change in rent will require re-verification of all family income that has not been verified within ninety (90) calendar days of the previous rent determination.
- D. Tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
- E. Employment, unemployment or changes in employment of any nature (example, employed but not working due to illness that is not compensated by the Employer) of the family head, spouse or any other wage earner 18 years of age or older.
- F. If it is found that a tenant has misrepresented or failed to report facts upon which rent is based so that the tenant is paying less than the tenant should be paying, the increase in rent shall be made retroactive to the date the increase would have taken effect. The tenant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the tenant may be subject to civil and criminal penalties. Misrepresentation is a serious lease violation, which may result in eviction.

6. Special Reexaminations: - Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:

- A. If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special reexamination shall be scheduled for thirty (30), sixty (60) or ninety (90) days, depending on circumstances. The tenant shall be notified, in writing, of the date of the special reexamination.
- B. If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special reexamination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.
- C. Rents determined at special re-examinations shall be made effective as noted in this section

7. Minimum Rent Hardship Exemptions:

- A. The HA shall grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
  - (1) The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and

nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

- (2) The income of the family has decreased because of changed circumstance, including loss of employment.
- (3) A death in the family has occurred which affects the family circumstances.
- (4) Other circumstances which may be decided by the HA on a case-by-case basis.

All of the above must be proven by the Resident providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

B. If a resident requests a hardship exemption (**prior to the rent being delinquent**) under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period from the date of the request. A resident may not be evicted during the ninety-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term basis, the HA shall retroactively exempt the resident from the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

8. Reduction of Welfare Benefits: If the resident requests an income re-examination and the rent reduction is predicated on a reduction in tenant income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the families benefits have been reduced because of:

- A. Noncompliance with economic self-sufficiency program or;
- B. Work activities requirements or;
- C. Because of fraud.

9. Exception to Rent Reductions: Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not have their rent reduced.

10. Rent for Families Under the Noncitizen Rule: A mixed family will continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or souse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child ( under the age of 18) of the head of spouse.

The family's assistance is prorated in the following manner:

- A. Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for the HAB. The 95<sup>th</sup> percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

10. Community Service or Self-Sufficiency Requirements: SEE COMMUNITY SERVICE POLICY

11. Absence from the unit: The Housing Authority of Bardstown has established a policy that no tenant may be absent from the assisted unit for more than ninety calendar days. At its discretion, the Housing Authority may allow absence for a longer period. However, the family may not be absent from the unit for a period of more than 180 consecutive calendar days in any circumstance, or for any reason.

- A. The Lease will be terminated if the family is absent for longer than the maximum period permitted.
- B. Absence means that the head of household is not residing in the unit.
- C. The family must supply any information or certification requested by the Housing Authority to verify that the family is residing in the unit, or relating to family absence from the unit. The family must cooperate with the Housing Authority for this purpose. The family must promptly notify the Housing Authority of absence from the unit, including any information requested regarding family absences.

The Housing Authority may verify family occupancy or absence by sending letters to the family at the unit, phone calls, visits, or questions to the neighbors.

12. If the HAB makes mistake in calculating a resident's rent contribution and overages, the resident shall receive a refund for the amount of the mistake going back a maximum of 24 months. The refund shall be given to the resident as soon as practical or credited to the resident's account, whichever the resident desires unless the resident owes the Housing Authority money which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

13. Support for Our Armed Forces: A major and important component of our armed forces is the part-time military personnel that serve in various Reserve and National Guard units. The HAB is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the HAB wants to support these brave warriors in the following ways.

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.

B. A criminal background check is required before anyone can move into a public housing. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.

C. Recognizing that activation in the Reserves and National Guard can be very disruptive to a family's income, the HAB will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.

D. Typically a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporary absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 a calendar days of the conclusion of the active duty service.

## **SECTION XX: ANTI- FRAUD**

The HAB is fully committed to combating fraud in its Public Housing Program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the HAB. It results in the inappropriate expenditure of public housing funds and/or a violation of public housing requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The HAB shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the HAB shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this policy.
- C. Terminate the resident's tenancy;
- D. Refer the case for criminal prosecution; or
- E. Take such action as the HAB deems appropriate.

## **SECTION XXI. REPAYMENT AGREEMENTS:**

When a resident owes the HAB retroactive rent or back charges and is unable to pay the balance by the due date, the resident may request that the HAB allow them to enter into a Repayment Agreement. The Housing Authority has sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve months. Fifty percent of the repayment amount due is to be paid up front, with the remaining balance divided equally into a maximum of twelve additional monthly payments. All Repayment Agreement must be in writing and signed by both parties. Failure to comply with the Repayment Agreements terms may subject the resident to eviction procedures. They must include the following elements:

- A. Reference to the paragraphs in the Public Housing lease whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- B. The monthly retroactive rent payment amount is in addition to the family's regular rent contribution and is payable to the PHA.
- C. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- D. Late and missed payments constitute default of the repayment agreement any may result in termination of tenancy.

Refusal to enter into a Repayment Agreement for monies owed will subject the family to eviction procedures.

## **SECTION XXII. TRANSFER**

### 1. Objectives of the Transfer Policy:

- A. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- B. To facilitate relocation when required for modernization or other management purposes.
- C. To facilitate relocation of families with inadequate housing accommodations.
- D. To eliminate vacancy loss and other expense due to unnecessary transfers.

### 2. Types of Transfers:

- A. HA initiated: The HA may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management. For these types of transfers the HA will cover the cost of the transfer pursuant to cost allowed by HUD.
- B. Transfers for Reasons of Health: Tenant may be transferred when the HA determines that there is a medical need for such transfers, such as inability to negotiate stairs or steps or other conditions which would be a reasonable accommodation under the American with Disabilities Act (ADA). The tenant will be required to provide a statement from a medical doctor which indicates the condition of the tenant and the HA reserves the right to make its own evaluation of the situation and documentation. The HA may also require the tenant to be examined by a doctor of the HA's choosing. If the HA determines that there is not a substantial and necessary medical need for such transfer, the request for transfer shall be treated as a convenience transfer. Normally such transfers will be within the tenant's original neighborhood unless the appropriate size and type of unit does not exist on the site. The tenant must pay for all of their moving expenses and a transfer fee.
- C. Transfers for Over/Under-housed Families to the Appropriate Unit - The HA may transfer residents to the appropriate sized unit and that tenants are obligated to accept such transfers.



Transfers will be made in accordance with the following principles:

- (1) Determination of the correct sized apartment shall be in accordance with the HA's occupancy guidelines, as outlined in Occupancy Guidelines.
- (2) Transfers into the appropriate sized unit will be made within the same neighborhood unless that size does not exist on the site.
- (3) The tenant must pay for their moving expenses.

D. Priorities for transfers - All transfers must be either for health reasons, for relocation to an appropriate sized unit, approved convenience transfers, or initiated by the HA due to modernization work and/or other good cause as determined by the HA. Priority transfers are listed below:

- (1) HA initiated transfers, i.e. modernization
- (2) Transfers for ADA compliance (Reasonable Accommodation),
- (3) Tenants who are under-housed by two or more bedrooms,
- (4) Tenants who are over-housed by two or more bedrooms,
- (5) Tenants who are under-housed by one bedroom,
- (6) Tenants who are over-housed by one bedroom

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

3. Transfer Procedures: - The HA shall:

- Prepare a prioritized transfer list, as needed, at reexamination.
- Notify residents by letter of their pending transfer.
- Participate in evaluation of request for transfer based on approved medical reasons.
- Issue final offer of vacant apartment as soon as vacant apartment is identified.
- Issue notice to transfer as soon as vacant apartment is available for occupancy.
- Participate in planning and implementation of special transfer systems for modernization and other similar programs.
- Inspect both apartments involved in the transfer, charging for any resident damages that are not considered normal wear and tear.
- When the tenant is transferred for modernization, the cost of the transfer shall be paid by the HA, pursuant to cost that is allowed by HUD.
- Only 1 offer of a unit will be made to each tenant being transferred. In the case of a family being transferred from a unit, which is uninhabitable, incorrectly sized or scheduled for major repairs, failure to accept the unit offered will be grounds for eviction. When a tenant declines an offer of a transfer to a single level apartment and the tenant requested the transfer the HA will notify the tenant, at that time, that the HA is not obligated to make any subsequent offers. The HA will notify the tenant that the HA has discharged its obligations

to the tenant and he/she will remain in the unit at his/her own risk, and that the HA assumes no liability for the tenants condition.

- Right of HA in transfer policy - The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy shall create a property right or any other type of right for a tenant to transfer or refuse transfer.

## **SECTION XXIII. LEASE TERMINATION AND EVICTIONS**

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

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

In terminating the Lease, the following procedures shall be followed by the Authority and Tenant:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause. [966.4 (1)(2)]

Such serious or repeated violation of terms shall include but not be limited to:

- (1) The failure to pay rent or other payments when due; [966.4 (1)(2)]
- (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the 5th of the month.
- (3) Misrepresentation of family income, assets, or composition; [966.4 (c)(2)]
- (4) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim re-determinations. [966.4 (c)(2)]
- (5) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site; [966.4 (1)(2)]
- (6) Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises [966.4(1)(2)]
- (7) Alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (8) Weapons or illegal drugs seized in an Authority unit by a law enforcement Officer; [966.4 (1)(2)]
- (9) Any fire on Authority premises caused by the tenant, household members or guests' actions or neglect. [966.4 (1)(2)]
  - (a) The Authority shall give written notice of the proposed termination of the Lease of:
    - (1) 14 days in the case of failure to pay rent;
    - (2) When the health or safety of other tenants or Authority staff is threatened;
    - (3) 30 days in any other case. [966.4 (1)(3)(i)(A), (B) & (C)]
  - (b) The notice of termination:
    - (1) The notice of termination to Tenant shall state specific reasons for the termination, shall

inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction. [966.4 (l) (3)(ii)]

(2) When the Authority is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the Authority's Grievance Procedures. [966.4 (l)(3)(ii)]

(10) Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently, with the notice of lease termination under this section. [966.4 (1)(3)(iii)] The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.

(11) When the Authority is required to offer Tenant the opportunity for a grievance hearing under the Authority's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 (1)(3)(iv)]

(12) When the Authority is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the Authority has decided to exclude such grievance from Authority grievance procedure, the notice of lease termination shall

- (a) state that Tenant is not entitled to a grievance hearing on the termination;
- (b) specify the judicial eviction procedure to be used by the Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug - related criminal activity. [966.4 (1)(3)(v)]

(13) The Authority may evict a Tenant from the unit either by bringing a court action; or as an alternative, the Authority may evict by bringing an administrative action if law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties. In order to evict without bringing a court action, the Authority must afford the Tenant the opportunity for a pre-eviction hearing in accordance with the PHA grievance procedure. [966.4 (l) (4) (i) (ii)]

- (a) Tenant may terminate this Lease at any time by giving 30 days written notice as described in Section XIII, above.
- (b) In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a family member, who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4 (l) (5)]

- (c)When the Authority evicts a tenant from a dwelling unit for criminal activity the Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4 [966.4(l) (5) (ii)]

#### **SECTION XXIV: VAWA PROTECTIONS:**

**The Violence Against Women Act and Department of Justice Reauthorization Act of 2005 (VAWA) prohibits the eviction of, and removal of assistance from, certain persons living in public or Section 8-assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking. Bardstown Housing Authority has made tenants participating in the public housing and the voucher programs as well as owners participating in the Section 8 voucher programs aware of the requirements of VAWA. VAWA protects certain victims of criminal domestic violence, dating violence, sexual assault, or stalking – as well as members of the victims’ immediate families – from losing their HUD-assisted housing as a consequence of the abuse of which they were the victim. All victims of abuse will be required to certify that the alleged incidents of abuse are bona fide.**

- A. Under the Violence against Women Act (VAWA), public housing residents have the following specific protections, which will be observed by the HAB:

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

The HAB may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence, or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants. This is also true even if the household member is not a signatory to the lease. Under VAWA, the Housing Authority is granted the authority to bifurcate the lease.

The HAB will honor court orders regarding the rights of access or control of the property.

There is no limitation on the ability of the HAB to evict for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims.

There is no prohibition on the HAB evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) tenancy is not terminated. An actual and imminent threat consists of a physical danger that is real, would occur within an immediate threat and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the potential harm will occur, and the length of time before the potential harm would occur.

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

The HAB shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority. Types of acceptable verifications are outlined below, and must be submitted within 14 business days after receipt of the HAB's written request for verification.

## **B. VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING**

The HAB shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority.

1. **REQUIREMENT FOR VERIFICATION.** The law allows, but does not require, the HAB to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. The Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the HAB.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways.

- A. **HUD – approved form (HUD-50066)** – By providing to the HAB a written certification, on the form approved by the HUD, that the individual is a victim of domestic violence, dating violence, or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
  
- B. **OTHER DOCUMENTATION:-** By providing to the HAB 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 the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

- C. POLICE OR COURT RECORD: By providing to the HAB a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.
- D. TIME ALLOWED TO PROVIDE VERIFICATION/ FAILURE TO PROVIDE: An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by the HAB to provide verification, must provide such verification within 14 business days after receipt of the written request for verification. Failure to provide verification, in the proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. The submission of false information may be the basis for the termination of assistance or for eviction.
- E. CONFLICTING DOCUMENTATION: In cases where the HAB receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the Housing Authority may determine which is the true victim by requiring third-party documentation as described in 24 CFR 5.2007 and in accordance with any HUD guidance as to how such determinations will be made. The HAB shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household.
- F. CONFIDENTIALITY: All information provided under VAWA including the fact that in individual is a victim of domestic violence, dating violence, or stalking, shall be retained in confidence and shall not be entered into any shared database or provided to any related entity except to the extent that the disclosure is:
- 1.) Requested or consented to by the individual in writing;
  - 2.) Required for use in an eviction proceeding; or
  - 3.) Otherwise required by applicable law.

The HAB shall provide its tenants notice of their rights under VAWA including their right to confidentiality and the limits there of.

## **SECTION XXV. COMPLAINTS AND GRIEVANCE PROCEDURES**

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

## **SECTION XXVI. SECURITY DEPOSITS**

A security deposit shall be made pursuant to a schedule posted in the HA office. Security deposits may be

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

- (a) **Tenant Responsibilities:** Tenant agrees to pay an amount equal to \$200.00, \$100.00 payable on acceptance and rental of the apartment, and \$20.00 per month until the balance is paid in full. the dollar amount of the security deposit is also noted on Part II of this Residential Lease. [966.4 (b) (5)]
- (b) **Authority's Responsibilities:** The Authority will use the Security Deposit at the termination of this Lease:
  - 1. To pay the cost of any rent or any other charges owed by Tenant at the Termination of this lease.
  - 2. To reimburse the cost of repairing any intentional or negligent damages to the Dwelling unit caused by Tenant, household members or guests.
- (c) The Authority shall not charge a higher security deposit for tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and the dwelling unit has been inspected by the Authority. The Authority agrees to return the Security Deposit to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as: tenant completes the terms of the lease, furnishes the Authority with a forwarding address, gives a 30-day notice in writing, and returns the keys to the office.

The security deposit will be forfeited and become the property of the Housing Authority if the Tenant vacates the unit without giving advance notice to the Authority as required by the lease. In addition to the forfeiture of the security deposit, the Tenant will remain liable for any past due rent, charges and damages to the dwelling and equipment, including clean up charges. If any deductions are made, the Authority will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

**SECTION XXVII. OCCUPANCY GUIDELINES**

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

1. Suggested Guidelines

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2

2	2	4
3	3	6
4	4	8
5	5	10

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

**SECTION XXVIII. COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS FOR POSTING REQUIRED INFORMATION**

The HA's office bulletin board, which shall accessible to the general public, must accommodate the following posted materials:

1. Statement of Policies and Procedures Governing Admission and Continued Occupancy Policy (ACOP) this policy also outlines the HA's tenant selection and assignment plan.
2. Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
3. A listing of all developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and resident facilities and operation hours.
4. Income Limits for Admission.
5. Excess utility charges.
6. Utility Allowances.
7. Current Schedule of Routine Maintenance Charges.
8. Dwelling Lease.
9. Grievance Procedure.
10. Fair Housing Poster.



11. "Equal Opportunity in Employment" Poster.
12. Any current "Tenant Notices".
13. Security Deposit Charges.
14. Pet Fee schedule
15. The Agency's PHAS score and designation.

## **SECTION XXIX. PET RULE**

### **1. EXCLUSIONS:**

This policy does not apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities. These animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their unit in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. The person requesting this exclusion to the Pet Policy of this housing authority must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. The HAB will verify the existence of the disability, and the need for the accommodation- if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, the HAB is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation if the presence of the assistance animal would (1) result in sustainable physical damage to the property of others unless the treat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the provider's operation.

### **2. PETS IN PUBLIC HOUSING:**

The HAB allows for pet ownership I its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the HAB harmless from any claims caused by an action or inaction of the pet.

**3. APPROVAL:**

Residents must have the prior written approval of the HAB before moving a pet into their unit. Residents must request approval in the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request. Residents must give the HAB a picture of the pet so it can be identified if it is running loose.

**4. TYPES AND NUMBER OF PETS:**

The HAB will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats must be spayed or neutered and before they become six months old. A licensed veterinarian must verify this fact.

Only one pet per unit will be allowed.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed twenty pounds in weight projected to full adult size.

**5. INOCULATIONS:**

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the HAB to attest to the inoculations.

**6. PET FEE:**

<u>TYPE OF PET</u>	<u>FEE</u>	<u>DEPOSIT</u>
DOG	\$150.00	\$250.00
CAT	\$100.00	\$150.00
FISH (over ten gallon)	\$0.00	\$50.00
FISH (under ten gallon)	\$0.00	\$0.00
CAGED PETS	\$100.00	\$150.00

The entire annual fee and deposit (subject to the exception listed below) must be paid prior to the execution of the lease addendum. No pet shall be allowed in the unit prior to the completion of the terms of this policy. The annual fee shall be paid at the time of reexamination each year and all inoculations and other requirements shall be made available to the Housing Authority at such time. The Annual Fee is not reimbursable. The deposit made shall be utilized to offset damages caused by the pet and/or tenant. Any balance from the deposit will be refunded to the tenant.

THERE SHALL BE NO REFUND OF THE ANNUAL FEE.

The deposit and annual fee does not apply to service animals that are used to assist persons with disabilities. The Housing Authority must allow service animals if the following is provided.

- ◆ The tenant certifies in writing that tenant or member of tenant's family is a person with a Disability.
- ◆ The animal has been trained to assist persons with that specific disability  
example :( seeing eye dog)
- ◆ The animal actually assists the person with a disability.

**7. FINANCIAL OBLIGATIONS OF RESIDENTS:**

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the HAB reserves the right to exterminate and charge the resident.

**8. NUISANCE OR THREAT TO HEALTH OR SAFETY:**

The pet and its living quarters must be maintained in a manner to prevent odors and any other sanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or HAB personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

**9. DESIGNATION OF PET AREAS:**

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pet owners must clean up after their pets and are responsible for disposing of pet waste.

**10. MISCELLANEOUS RULES:**

Pets may not be left unattended in a dwelling unit for over ten hours. If the pet is left unattended and no arrangements have been made for its care, the HAB will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs must wear a tag bearing the resident's name and phone number and the date of the

latest rabies inoculation.

Pets cannot be kept or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

A pet owner shall physically control or confine his/her pet during the times when HAB employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the HAB's property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her lease.

The HAB grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

#### **11. REMOVAL OF PETS:**

The HAB or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of the pet owner, or in the case of an emergency which HAB would prevent the pet owner from properly caring for the pet, HAB has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

#### **SECTION XXX. DECONCENTRATION RULE**

1. Objective: The objective of the Deconcentration Rule for public housing units is to ensure that families are housed in a manner that will prevent a concentration of poverty families and/or a concentration of higher income families in any one development. The specific objective of the housing authority is to house no less than 40 percent of its public housing inventory with families that have income at or below 30% of the area median income by public housing development. Also the housing authority will take actions to insure that no individual development has a concentration of higher income families in one or more of the developments. The housing authority will track the status of family income, by development, by utilizing income reports generated by the housing authority's computer system.
2. Exemptions. The following are exempt from this rule.
  - Public housing development with fewer than 100 public housing units. A covered development

is defined as any single development or contiguous developments that total over 100 units.

- Public housing developments which house only elderly persons or persons with disabilities, or both.
- Public housing developments which consist of only one general occupancy family public housing development.
- Public housing developments approved for demolition or conversion to tenant-based assistance.
- Mixed financing developments.

3. Actions: To accomplish the deconcentration goals, the housing authority will take the following actions:

- A. At the beginning of each housing authority fiscal year, the housing authority will establish a goal for housing 40% of its new admissions with families whose incomes are at or below the area median income. The annual goal will be calculated by taking 40% of the total number of move-ins from the previous housing authority fiscal year.
- B. To accomplish the goals of deconcentration:
- (1) Not less than 40% of the HA admissions on an annual basis shall be to families that have incomes at or below 30% of area median income (extremely low-income), and
  - (2) The HA shall determine the average income of all families residing in all the HA's covered developments. The HA shall determine the average income of all families residing in each covered development. In determining average income for each development, this HA has adjusted its income analysis for unit size in accordance with procedures prescribed by HUD. The HA shall determine whether or not each of its covered developments falls above, within or below the established income range. The established income range is from 85 to 115 percent (inclusive) of the average family income, **except that the upper limit (115 percent) shall never be less than the income at which a family would be defined an extremely low-income family.**

**Note: Reference the annual HUD published income limits**

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

### **SECTION XXXI. COMMUNITY SERVICE OR SELF-SUFFICIENCY POLICY**

- A. Each non-exempt adult public housing resident must (1) contribute eight (8) hours of community service or (2) participate in a self-sufficiency program for eight (8) hours in each month, and/or (3) perform 8 hours per month of combined activities as described in items one and two. Community Service is 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 does not include political activities.

**Note:** For purposes of the community service self-sufficiency requirement an adult is a person eighteen (18) years or older.

- B. Exempt: An adult who:
- (1) Is 62 years of age or older
  - (2) Qualifies with disabilities, which prevent the individual's compliance. The individual must provide appropriate documentation to support the qualifying disability, which may include self-certification. In addition, any person who is the primary caretaker of such individual is exempt.
  - (3) Is engaged in work activities as defined in section 407.(d) of the Social Security Act.
  - (4) Is participating at least eight (8) hours a month in a welfare-to-work program.
  - (5) Is a member of a family receiving assistance from and in compliance with a State program funded under Part A, Title IV of the Social Security Act.
- C. Proof of Compliance: Each head of household must present to the HA office documentation that he/she and all other persons eighteen years of age or older living in the household, who are not exempt, have complied with this section. Documentation may include a letter from the agency on letterhead or other official document. Any such documentation shall be verifiable by the HA. Failure to comply with the Community Service Requirement and to provide appropriate verifiable documentation prior to the date required shall result in the lease not being renewed by the HA. Provided, however, that the HA may allow the family member who is not in compliance to complete the requirements within the following year as follows: The head of household and the person not in compliance shall sign an agreement stating that the deficiency will be cured within the next twelve months. The head of household annually at re-certification shall make proof of compliance with the agreement. Failure to comply with the agreement shall result in the lease being terminated for such non-compliance, unless the person(s), other than the head of household, no longer resides in the unit and has been removed from the lease.

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

- C. Changes in Exempt or Non-Exempt Status will be determined during an interim or annual re-certification.

## **SECTION XXXII. CLOSING OF FILES AND/ PURGING INACTIVE FILES**

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

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

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

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

### **SECTION XXXIII. PROGRAM MANAGEMENT PLAN - Organization Plan**

1. Executive Director
2. Assistant Executive Director
3. Occupancy Specialist
4. Maintenance Supervisor

### **SECTION XXXIV. OCCUPANCY BY OVER INCOME FAMILIES IN CERTAIN PUBLIC HOUSING (ONLY APPLIES TO HAS WITH LESS THAN 250 UNITS)**

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

1. There are no eligible families on the waiting list; or
2. There are no eligible families applying for assistance in that month
3. Before offering the unit to an over-income family, the HA publicizes the availability of the unit for eligible families, including publishing a 30 day notice in one (1) newspaper of general circulation.
4. The over-income family rents the unit on a month-to-month basis for a rent charge that is not less than the cost to operate the unit.
5. The over-income family signs an agreement to vacate the unit when needed by an eligible family;
6. The HA gives the over-income family notice to vacate the unit when the unit is needed for an eligible family, and this notice is given at least 30 days before the over-income family is to vacate.

**NOTE:**

**ADDITIONAL HA POLICIES & TENANT CHARGES**

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

historical and reference purposes.



## APPENDIX A

### METHODOLOGY FOR ESTABLISHING MAXIMUM RENT

The "maximum rent" for public housing authorities (HAs) referred to in Step 2 of paragraphs 11-4 and 11-5 of Guidebook 7465.7, "Restrictions on Assistance to Non-citizens," is determined by the HA by using the methodology specified in this Appendix A.

1. Background. The maximum rent is based on the value of the 95<sup>th</sup> percentile of the total tenant payment (TTP) for each tenant within the HA. The TTP, including any utility allowance, is determined pursuant to 24 CFR 913.107 for public housing. These are the values reported on Line 14 of Form HUD-50058. **NOTE: DO NOT** use flat rents in lieu of the TTP even though a flat rent may be applicable to one or more eligible tenants. Further, because the maximum rent is based on the 95th percentile, the maximum rent may be more or less than the income-based TTP otherwise payable by a tenant.

Initially, the HA must establish how the maximum rent will be applied. It is necessary to establish the maximum rent by unit size in order to make it applicable to the situation of a particular eligible family. The Authority has chosen the Unit Distribution Method (Two-Bedroom) to accomplish this task. The maximum rent may be applied on either an HA- or project-wide basis. A separate maximum rent can be provided for each separate project or projects may be combined into logical groups, if appropriate. It is suggested that a single project basis be avoided for a project unless **at least 50 dwelling units** are involved. Further, the maximum rent may be broken out so as to provide for separate maximum rents based on family and elderly (including handicapped) composition (either by project(s)- or on an HA-wide basis). Unless an HA has unusual dwelling unit characteristics, the use of a HA-wide schedule of maximum rents should be sufficient.

2. Determining the 95th Percentile (Two-Bedroom Method). The following steps illustrate the procedure used to determine the 95th percentile:

Step 1. Following the suggestions provided in paragraph 1 above, determine the HA or project database universe applicable to the maximum rent schedule to be established (at least 50 units).

Step 2a. Collect the TTPs for the tenants within the selected data base universe established in Step 1. The following illustrates how the TTPs might be listed (dots (...)) are used in the example to connote a string of TTPs which were intentionally omitted in the listing for convenience in presentation):

100, 212, 150, 200, 150, ..., ..., 400, 150, 248, 160, 300, etc.

Step 2b. Rearrange the TTPs into ranking order, lowest to highest. For example, the TTPs listed in Step 1 would be arrayed as:

100, 150, 150, 150, 160, ..., ..., 200, 212, 248, 300, 400, etc.

Note: Steps 2a and 2b may be combined, if practical. Also, a simple database program using the rent roll may assist in performing this task.

Step 3. Locate the 95th percentile threshold by multiplying the total number of TTPs in the database (N) by 5 percent (i.e., 0.05). If N=150, then the threshold would be 150 x 0.05 or 7.5. In this

illustration, the 95th percentile would fall between TTP No.7 and No.8 from the highest TTP shown on the ranked TTPs. Since the 95<sup>th</sup> percentile falls between two numbers, rounding the result down (i.e., from 7.5 to 7 in the example) will result in selecting the higher amount. This ensures that the cutoff threshold will include all TTPs at or below the 95th percentile.

3. The Unit Distribution Method (Two-Bedroom) The Housing Authority has exercised its option to select this method for establishing its Maximum Rent. The two-bedroom method is based on the premise that the 95th percentile provides a maximum rate, which is equitable for a two-bedroom unit. That is, it is presumed that the unit sizes are distributed on a statistical basis, which results in the 95th percentile coinciding with the maximum rate for a two-bedroom unit.

The unit distribution method is calculated using a unit rent relationship, which is based on the rent of a two-bedroom unit (100%). The rent relationships vary from 70% of the two-bedroom rent for efficiency to 182% of the two-bedroom rent for a six-bedroom unit. The adjustment factors for all units are as follows: zero-bedroom units (efficiencies) 0.70; one-bedroom units 0.85; two-bedroom units 1.00; three-bedroom units 1.25; four-bedroom units 1.40; five-bedroom units 1.61; and six- (and larger) bedroom units 1.82. This is the same adjustment factor established to calculate the currently obsolete ceiling rents. These factors were published on March 15, 1989, in the Federal Register, at 49 FR 10735.

Multiplying the value of the 95th percentile (Two-Bedroom Method) times the adjustment factor performs the calculation of the maximum rent for each bedroom size. The formula is:

$$95^{\text{th}} \text{ Percentile} \times \text{Adj. Factor} = \text{Maximum Rent (per bedroom size)}$$

To illustrate this method, assuming the 95th percentile was determined to be \$195, and then the applicable maximum rents would be determined as follows:

#### TWO-BEDROOM METHOD

Bedroom Size	95th Percentile (P)	Adjustment Factor (F)	Maximum Rent (MR)
"0"	\$195	0.70	\$137
"1"	\$195	0.85	\$166
"2"	\$195	1.00	\$195
"3"	\$195	1.25	\$244
"4"	\$195	1.40	\$273
"5"	\$195	1.61	\$314
"6"	\$195	1.82	\$355

NOTE: Round the result to the nearest whole dollar.

4. Consideration of Flat Rents. A flat rent policy, approved by HUD and adopted by the HA is not applicable to the determination of the maximum rent. That is, the maximum rent will be applied for the purpose of determining the amount of subsidy for which the family is eligible ("eligible subsidy"). The family's rent is the "maximum rent" minus the amount of the eligible subsidy, irrespective of whether a flat rent would otherwise be applicable to the eligible family. See also paragraphs 11-4 and 11-5 of the Guidebook ["912.11(b); 950.310(s)].

5. Re-determination of Prorated Assistance. The amount of prorated housing assistance provided pursuant to paragraphs 11-4 and 11-5 may be recalculated at the time the maximum rents are revised or at the eligible family's next scheduled recertification, as determined by the HA's policy. In addition, the amount of housing assistance shall be recalculated whenever there has been a change in family composition or income.
6. Revision of Maximum Rents. The maximum rents must be calculated at least annually, but no more frequently than monthly. The schedule of maximum rents may be modified from time to time by the HA provided that the HA shall give at least 30-day written notice to each affected tenant setting forth the proposed modification and the reasons therefore. However, since the determination of maximum rents is calculated as prescribed by HUD, any revision and notification does not require providing the tenant an opportunity to present written comments or for the HA to take into consideration any comments informally submitted prior to the proposed modification becoming effective.
7. Posting of Maximum Rents. The Schedule of Maximum Rents shall be publicly posted in a conspicuous manner in the HA or Project Office and shall be furnished to applicants and tenants upon request.

PRORATION OF RENT/ASSISTANCE (TO NON-CITIZENS):

**Title 24 CFR §5.520** provides for the proration of assistance under the Public Housing Program.

- a) **Step 1:** Determine the family's TTP – total tenant payment (NOTE: annual income includes income of all family members, including any family member who has not established eligible immigration status);
- b) **Step 2:** Subtract the family's TTP from the “maximum rent” applicable to the unit or the PHA (the “maximum rent” shall be determined using the 95<sup>th</sup> percentile rent for the PHA). The result is the maximum subsidy for which the family could qualify if all members were eligible (“family maximum subsidy”);
- c) **Step 3:** Divide the “family maximum subsidy” by the number of persons in the family (all family members) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status (“eligible family member”). The subsidy per eligible family member is the “member maximum subsidy.”
- d) **Step 4:** Multiply the “member maximum subsidy” by the number of family members who have citizenship or eligible immigration status (“eligible family members”).
- e) **Step 5:** the product of **Steps 1** through **4** is the amount of subsidy for which the family is eligible (“**eligible subsidy**”). The family's rent is the “maximum rent” minus the “eligible subsidy.”

## APPENDIX B

# GRIEVANCE PROCEDURE

## I. RIGHT TO A HEARING

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

## II. DEFINITIONS

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

- (A) "Grievance" shall mean any dispute, which a Tenant may have with respect to Landlord action or failure to act in accordance with the individual Tenant's lease, or Landlord regulations, which adversely affect the individual Tenant's rights, duties, welfare or status. Grievance does not include any dispute a Tenant may have with Landlord concerning a termination of tenancy or eviction that involves any activity that may threaten the health, safety, or right to peaceful enjoyment of the Landlord's public housing premises by other Tenants or employees of the Landlord, or any criminal activity or drug-related criminal activity on or off such premises.
- (B) "Complainant" shall mean any Tenant whose grievance is presented to the Landlord or at the project management office in accordance with Section III and Section IV.
- (C) "Elements of due process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
  - (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
  - (2) Right of the Tenant to be represented by counsel;
  - (3) Opportunity for the Tenant to refute the evidence presented by the Landlord including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
  - (4) A decision on the merits.
- (D) "Hearing officer" shall mean a person selected in accordance with Section IV of these procedures to hear grievances and render a decision with respect thereto.
- (E) *Tenant* shall mean the adult person (or persons) (other than a live-in aide):
  - (1) Who resides in the premises, and who executed the lease with the Landlord as lessee of the premises, or, if no such person now resides in the premises,

- (2) Who resides in the premises, and who is the remaining head of household of the Tenant family residing in the premises.

(F) *Resident organization* includes a resident management corporation.

(G) **Promptly** (as used in Section III, and IV. (D) shall mean within ten calendar days from the date of mailing of the adverse action or grievable complaint.

### III. PROCEDURES PRIOR TO A HEARING

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

### IV. PROCEDURES TO OBTAIN A HEARING

(A) Request for hearing. In the event that the Tenant is not satisfied with the informal settlement of grievance provided for in Section III, the Tenant shall submit a written request for a hearing to the Landlord or the project office within ten calendar days from date of mailing of the summary of discussion pursuant to Section III. The written request shall specify:

- (1) The reasons for the grievance; and
- (2) The action or relief sought.

(B) Selection of Hearing Officer. A grievance hearing shall be conducted by an impartial person appointed by the Landlord other than a person who made or approved the Landlord action under review or a subordinate of such person.

The Landlord shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization for such organization's comments or recommendations. The Landlord shall consider any comments or recommendations by the resident organization submitted in a reasonable time.

From this list, a hearing officer shall be selected.

(C) Failure to request a hearing. If the Tenant does not request a hearing in accordance with this Section, then the Landlord's disposition of the grievance under Section III shall become final: *Provided, That*

failure to request a hearing shall not constitute a waiver by the Tenant of the right thereafter to contest the Landlord's action in disposing of the complaint in an appropriate judicial proceeding.

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

## **V. PROCEDURES GOVERNING THE HEARING**

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

(B) Accommodation of persons with disabilities.

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

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

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

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

## **VI. DECISION OF THE HEARING OFFICER**

- (A) The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time (not to exceed 10 calendar days) after the hearing. A copy of the decision shall be sent to the Tenant and the Landlord. The Landlord shall retain a copy of the decision in the Tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Landlord and made available for inspection by a prospective complainant, his representative, or the hearing officer.
- (B) The decision of the hearing officer shall be binding on the Landlord which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Landlord's Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:
- (1) The grievance does not concern Landlord action or failure to act in accordance with or involving the Tenant's lease or Landlord regulations, which adversely affect the Tenant's rights, duties, welfare or status;
- (2) The decision of the hearing officer is contrary to applicable Federal, State or local law, Landlord regulations or requirements of the Annual Contributions Contract between Landlord and the U.S. Department of Housing and Urban Development.
- (C) A decision by the hearing officer or Board of Commissioners in favor of the Landlord or which denies the relief requested by the Tenant in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the Tenant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.