

ADMISSIONS AND OCCUPANCY POLICIES

HOT SPRINGS HOUSING AUTHORITY

Date of Adoption: 4 March 2011
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504 Compliance Statements

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PHA will provide assistance to individuals with disabilities to insure equal access to this document.

504 Equal Access Statements

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1.0 PURPOSE

This Policy is established to allow the Authority to meet its responsibilities pursuant to the United States Housing Act of 1937, as amended, Title VI of the Civil Rights Act of 1964 and all other civil rights requirements, regulations promulgated by the U.S. Department of Housing and Urban Development (HUD), Annual Contributions Contract (ACC), and State and local laws.

Hot Springs Housing Authority hereafter called the Authority. It is the intent of the Authority to ensure decent, safe, and sanitary housing for families of limited income in all public housing units owned or operated by the Authority under the United States Housing Act of 1937, as amended. HUD has approved this policy and will periodically review its implementation.

The Authority will not discriminate on the basis of race, color, creed, national origin, religion, age, sex or handicap in any phase of the occupancy process. The occupancy process includes, but is not necessarily limited to, application processing, leasing, transfers, delivery of management and services, access to common facilities, treatment of residents, and termination of occupancy. There shall be no intimidation or retaliatory action by this Authority or its staff against any applicant or resident because of participation in civil rights activities or for having asserted any civil rights under statute, regulations, or requirements pursuant thereto. Further, the race, color, or national origin of the residents of the dwelling units or of the staff shall not be a factor in the assignment of managers and other staff responsible for the administration of the dwelling units.

The Authority periodically will review its policy and procedures to assure compliance with housing legislation and civil rights requirements (including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Executive Order 11063).

Objectives

The objectives of this policy are to:

A. Promote the overall goal of drug-free, safe, decent and sanitary housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for residents by:

1. Insuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility.
2. Insuring the fiscal stability of the Authority.
3. Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other tenants or the physical environment of the neighborhood. To accomplish this objective, the Authority has adopted its "Zero

Tolerance" policy in screening applicants for admission and eviction of tenants. This policy states that the Authority shall conduct appropriate screening of applicants so that admission shall be denied to an applicant who:

- A. has a recent history of criminal activity involving crimes to persons or property and/or other criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other residents;
- B. was evicted from assisted housing within five years of the projected date of admission because of drug related criminal activity;
- C. the Authority determines is illegally using a controlled substance; or
- D. the Authority has reasonable cause to believe illegally uses 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.
- E. medical marijuana is strictly prohibited. The Authority has a Zero Tolerance policy.

The "Zero Tolerance" policy further states that the policy of the Authority is to appropriately evict a public housing resident who:

- A. engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or
- B. any other activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Authority; or
- C. engages in any drug-related criminal activity on or off the Authority's property; or
- D. the Authority determines is illegally using a controlled substance; or
- E. the Authority determines that the resident abuses alcohol or uses a controlled substance in such a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- F. medical marijuana is strictly prohibited.

The terms "appropriate screening" and "appropriately" refer to the Authority's consistent application of discretion to consider all available information and all known circumstances when making a decision to deny admission or to evict, in accordance with

provisions of 24 CFR 966.4(1) (5) *Eviction for Criminal Activity-(I) PHA discretion to consider circumstances.*

B. Facilitate the efficient management of the Authority and compliance with Federal Regulations by establishing the policy basis for management procedures, record keeping, and auditing.

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 occupancy of public housing neighborhoods is conducted without regard to race, color, religion, sex, national origin, age, disability, or familial status.

D. Prescribe standards and criteria for tenant selection and annual reexamination of income and family composition.

Terminology the term "he" or "his" used throughout this document is used in the generic sense to include male/female, singular/plural as appropriate.

2.1 ADJUSTED INCOME

- A. \$480 for each Dependent;
- B. \$400 for any Elderly Family;
- C. Medical Expenses in an amount that exceed three percent of Annual Income for any Elderly Family (See Note);
- D. Handicapped Assistance Expenses in excess of three percent of Annual Income;
- E. Child Care Expenses.
- F. Any Housing Authority established income exclusion.

NOTE: The amount allowable as a deduction for Elderly Families entitled to both medical and handicapped assistance expenses is the amount that the combined expenses exceed three percent of annual income.

2.2 ANNUAL INCOME

A. Annual Income is the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family, including all net income derived from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of certain types of income specified in paragraph C in this section.

B. Income includes, but is not limited to:

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

2. The net income from operation of business or profession (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business, but straight-line depreciation of assets is allowable);

3. Interest, dividends, and other net income of any kind from real or personal property (for this purpose, expenditures for amortization of capital indebtedness shall not be deducted to determine the net income from real or personal property, but straight-line depreciation of assets is permissible). 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; ~~Savings accounts in excess of \$1,000 including custodial minor savings accounts~~ and interest bearing checking accounts.

4. The full amount of periodic payments received from annuities, insurance policies, retirement funds, pensions, death benefits, and similar types of periodic receipts. Thresholds for assets disposed of below market values is equal to or less than \$1,000. (See paragraph C.3 of this section.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (see paragraph C.3 of this section);

6. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.

7. All regular pay, special pay and allowances of a member of United States Armed Forces. Gifts in excess of \$1,000 will be counted as income. (see paragraph C.7 of this section).

C. Annual Income does NOT include the following:

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

2. Payments received for the care of foster children;

3. Lump sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see paragraph B.5 of this section);

4. Amounts received by the Family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a Live-in Aide, as defined in Section 2.17;
6. Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, and equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student.
7. The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received under training programs funded by HUD.
- ~~9. 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);~~
10. Amounts received by a participant in other publicly assisted programs which are 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;
11. Temporary, nonrecurring or sporadic income (including gifts); or
12. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937
13. Resident service stipends, but only if the resident service stipend does not exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the Housing Authority, on a part-time basis, that enhances the quality of life in the assisted housing development. If more than \$200 per month is paid to a resident, the entire amount received as a stipend does not qualify as a resident service stipend. There will be no limit to the number of stipends a family may receive; however, each family member may only exclude one stipend at a time.
14. Payments received for the care of adopted children to the extent that the payments exceed \$480 per adopted child.
15. All amounts received from student financial assistance. Student financial assistance is interpreted broadly to include various scholarships, educational entitlements, grants, work-study programs, and financial aid packages.

16. Earnings in excess of \$480 for each full-time student 18 years old or older (accept the head of household and spouse). The exemption only applies to earnings in excess of \$480 since the family already receives a \$480 deduction from income for any full-time student.

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

18. Compensation received from qualifying employment training programs and training of resident management staff. To qualify under this exclusion, the compensation received must be a component of a State or local employment training program with clearly defined goals and objectives. Only the compensation received incident to the training program is excluded (i.e., any additional income received during the training program, such as welfare benefits will continue to be counted as income). This exclusion only covers compensation received while the resident participates in the employment training program, and the duration of participation must be for a limited period determined in advance. An example of compensation which falls under this exclusion is compensation received from on-the-job training and during apprenticeship programs.

19. State rent credits and rebates for property taxes paid on a dwelling unit.

20. Amounts paid by a State agency to families that have developmentally disabled children or adult family members living at home.

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.

2.3 INCOME EXCLUSIONS

In order to encourage applicants and tenants to seek employment and increase their earned income, the Housing Authority, in accordance with Notice PIH 96-71, shall allow an optional earned income exclusion of \$2000 in increased wages and salaries until the next reexamination.

HUD has five allowable deductions from Annual Income:

1. Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
2. "Elderly" allowance: \$400 per household for families whose head or spouse are 62 or over or disabled.

3. Allowable medical expenses for all family members are deducted for elderly and disabled families.
4. Childcare expenses for children under 13 are deducted when child care is necessary to allow an adult member to work, attend school, or actively seek employment.
5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

Additional Exclusions; In addition to the exclusions from annual income covered above, the PHA may adopt additional exclusions from earned income, without HUD approval, pursuant to an established written policy. In establishing such a policy, the PHA must adopt one or more of the types of earned income exclusions, including variations thereof as set out in HUD regulations. The PHA will have to absorb any loss in rental income resulting from adoption of any of the optional earned income exclusions.

2.4 APPLICATION FOR ADMISSION

A written form to be signed and dated by an adult member of the Family which includes information the Authority needs to determine whether the family can be admitted in accordance with PHA adopted policies.

Application Form: A written application that provides sufficient information to the PHA in order to make a preliminary determination of the applicant's eligibility, type and size of unit required, and rent. All application forms must be completed in their entirety, dated and signed by the applicant and spouse, and all adult family members, when possible. The PHA must record the date and time of receipt of all applications and process them centrally. Unless the waiting list is closed, the PHA must give an applicant an opportunity to submit a written application even if informal discussion suggests that the applicant is not eligible. The PHA must, if requested, provide assistance to the applicant in completing the application.

Form 9886, Authorization for Release of Information/Privacy Act Notice. This Notice must be signed by all adult family members.

Social Security Numbers or Employer Identification Numbers: These Numbers and a copy of the Social Security card are required to be furnished to the PHA, of all family members, who are at least one year of age and older.

Disclosure and verification of Social Security and Employer Identification Numbers.

Disclosure: Each assistance applicant must submit the following information to the PHA. The complete and accurate SSN assigned to the assistance applicant and to each member of the assistance applicant's household who is at least one year of age; and if the assistance applicant or any member of the assistance applicant's household who is at least one year of age has not been assigned an SSN, a certification executed by the individual involved that meets the requirements listed below in this section.

Each applicant whose initial determination of eligibility under the program involved was begun before November 6, 1989 must submit the following information to the PHA entity at the next regular scheduled income reexamination for the program involved.

- (a) The complete and accurate SSN assigned to the participant and to each member of the participant's family who is at least one year of age; and
- (b) The documentation referred to below to verify each such SSN; or if the participant or any member of the participant's household who is at least one year of age has not been assigned a SSN, a certification executed by the individual(s) involved that meets the requirements listed below.

Subsequent Disclosure: Once an applicant has disclosed and verified every SSN, or submitted any certification that an SSN has not been assigned, as provided above, the following rules apply:

- (a) If the participant's household adds a new member who is at least one year of age, the participant must submit to the processing entity, at the next interim or regularly scheduled income reexamination that includes the new members:
- (b) The complete and accurate SSNs assigned to each new member and the documentation referred to in this section to verify the SSNs for each new member; or
 1. If the new member has not been assigned an SSN, a certification executed by the individual involved that meets the requirements listed in this section.
 2. If the applicant of any member of the applicant's household who is at least one year of age obtains a previously undisclosed SSN, or has been assigned a new SSN, the participant must submit the following to the processing entity at the next regularly scheduled income reexamination:
- (c) The complete and accurate SSN assigned to the participant or household member involved, and
- (d) The documentation referred to in this section to verify the SSN of each such individual.
 1. Additional SSN disclosure and verification requirements, including the nature of the disclosure and the verification required and the time and manner for making the disclosure and verification, may be specified in the administrative instructions by:
 - a. Hud; and
 - b. the PHA
- (e) Disclosure: entity applicants. Each entity applicant must submit the following information to the PHA when the entity applicant's eligibility for housing. The documentation necessary to verify the SSN of an individual who is required to disclose his or her SSN.
- (f) Special documentation rules for assistance applicants and participants-(1) Certification of inability to meet documentation requirements. If an individual who is required to disclose his or her SSN of this section or paragraph listed in this section is able to disclose the SSN, but cannot meet the documentation requirements of this sections, the assistance applicant or participant must submit to the PHA the individual's SSN and a certification executed by the individual that the SSN submitted has been assigned to the individual, but that acceptable documentation to verify the SSN cannot be provided.

- (g) Time for submitting documentation. The time period is 60 calendar days from the date on which the certification is executed, except that the PHA may, in its discretion, extend this period for an additional 15 days.
- (h) Form and manner of certifications. The certifications of this section must be made within 60 days. If an individual who is required to execute a certification is less than 18 years of age, the certification must be executed by his or her parent or guardian or by the individual or another person.
- (i) Denial of eligibility: entity applicants. The PHA must deny the eligibility of an assistance applicant in accordance with the provisions governing the program involved, if the assistance does not meet the applicable SSN disclosure, documentation and verification, and certification requirements specified in CFR 5.216.
- (j) Termination of tenancy: participants. The PHA must terminate the tenancy, of a participant, in accordance with the provisions governing the program involved, if the participant does not meet the applicable SSN disclosure, documentation and verification, and certification requirements specified in CFR 5.216.

~~Individuals who have applied for legalization under the Immigration Reform and Control Act of 1996 (IRCA) will not have a Social Security Card until they are granted temporary lawful resident status, but are assigned a Social Security Number. The letter assigning them the number is acceptable verification until they are granted temporary resident status. If an individual can provide their number but not the documentation, written certification must be executed by the individual or guardian, if under 18. The certification should:~~

- a. State the individual's name
- b. State the Social Security Number
- c. State that the individual is unable to submit the documentation
- d. Be signed and dated

2.5 CHARACTERISTICS OF THE UNIT

Number of bedrooms, mobility impaired designated units, hearing/vision impaired designated units, regular units (those not designed or designated for, mobility impaired or hearing/vision impaired), and location of units as it relates to the city, town, or county in which the unit is located.

2.6 CHILD CARE 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 is necessary to enable a Family member to 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 child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. Reasonable child care expenses as defined by the Authority should not exceed \$50.00 per week per child.

2.7 CITIZEN

A citizen (by birth or naturalization) or a national of this country.

Subpart E – Restrictions on Assistance to Noncitizens

Covered programs/assistance. This subpart E implements Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a). Section 214 prohibits HUD from making financial assistance available to persons who are not in eligible status with respect to citizenship or noncitizen immigration status. This subpart E is applicable to financial assistance provided under:

1. Section 235 of the National Housing Act (12 U.S.C. 1715z) (the Section 235 Program);
2. Section 236 of the National Housing Act (12 U.S.C. 1715z-1) (tenants paying below market rate rent only) (the Section 236 Program);
3. ~~Section 101 of the Housing and Urban Development Act of 1965 (12 U.S.C. 1701s) (the Rent Supplement Program); and~~
4. The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) which covers

Covered entities. The provisions of this subpart E apply to Public Housing Agencies (PHAs), project (or housing) owners, and mortgages under the Section 235 Program. The term responsible entity is used in this subpart E to refer collectively to these entities, and if further defined in 5.504.

For any notice or document (decision, declaration, consent form, etc.) that is subpart E requires the responsible entity to provide to an individual, or requires the responsible entity to obtain the signature of an individual, the responsible entity, where feasible, must arrange for the notice or document to be provided to the individual in a language that is understood by the individual if the individual is not proficient in English. (See 24 CFR 8.6 of HUD's regulations for requirements concerning communication with persons with disabilities.)

Evidence of citizenship or eligible status means that documents which must be submitted to evidence citizenship or eligible immigration status. (see 5.508(b).)

- (a) Restrictions on assistance. Financial assistance under a Section 214 covered program is restricted to:
 - (1) Citizens; or
 - (2) Noncitizens who have eligible immigration status under one of the categories set forth in Section 214 (see 42 U.S.C. 1436a(a)).
- (b) Family eligibility for assistance. (1) A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, as described in paragraph (a) of this section, or unless the family meets the conditions set forth in paragraph (b)(2) of this section.

5.508 Submission of evidence of citizenship or eligible immigration status.

(b) Evidence of citizenship or eligible immigration status. Each family member, regardless of age, must submit the following evidence to the responsible entity.

(1) For U.S. citizenship or U.S. nationals, the evidence consists of a signed declaration of U.S. citizenship or U.S. nationality. The responsible entity may request verification of the declaration by requiring presentation of a United States passport or other appropriate documentation, as specified by HUD guidance.

(2) For noncitizens who are 62 years of age or older or who will be 62 years of age or older and receiving assistance under a Section 214 covered program on September 30, 1996 or applying for assistance on or after that date, the evidence consists of:

- (i) A signed declaration of eligible immigration status; and
- (ii) Proof of age document.

(3) For all other noncitizens, the evidence consists of:

- (i) A signed declaration of eligible immigration status;
- (ii) One of the INS documents referred to in 5.510; and
- (iii) A signed verification consent form.

(c) Declaration. (1) For each family member who contends that he or she is a U.S. citizen or a noncitizen with eligible immigration status, the family must submit to the responsible entity a written declaration, signed under penalty of perjury, by which the family member declares whether he or she is a U.S. citizen or a noncitizen with eligible immigration status.

- (i) For each adult, the declaration must be signed by the adult.
- (ii) For each child, the declaration must be signed by an adult residing in the assisted dwelling unit who is responsible for the child.

(d) Verification consent form – (1) Who signs. Each non citizen who declares eligible immigration status (except certain noncitizens who are 62 years of age or older as described in paragraph (b) (2) of this section) must sign a verification consent form as follows.

- (i) For each adult, the form must be signed by the adult.
- (ii) For each child, the form must be signed by an adult residing in the assisted dwelling unit who is responsible for the child.

(e) Notice of release of evidence by HUD. The verification consent form also shall notify the individual of the possible release of evidence eligible immigration status by HUD. Evidence of eligible immigration status shall only be released to the INS for purposes of establishing eligibility for financial assistance and not for any other purpose. HUD is not responsible for the further use of transmission of the evidence or other information by the INS.

2.8 DEPENDENT

A member of the Family household (excluding foster children) other than Family head or spouse, who is a minor or is a Disabled Person, an Individual with Handicaps, or is a Full-time Student.

2.9 DISABLED PERSON

A person who is under a disability as defined in Section 223 of the Social Security Act [42 USC 423] or who has a developmental disability as defined in § 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC 6001(7)].

2.10 DISPLACED PERSON

~~A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.~~

2.11 A. ELDERLY FAMILY

A Family whose head or spouse (or sole member) is Elderly, Disabled, or an Individual with Handicaps. It may include two or more Elderly, Disabled, or Individuals with Handicaps living together; or one or more of these persons living with one or more Live-in Aides.

B. NEAR ELDERLY FAMILY

A near elderly family is defined as a family whose head or spouse (or sole member) is at least 50 years old but under the age of 62 years.

Near Elderly Applicants do not get priority for housing in the Authority's elderly site(s) unless the site has been designated as an elderly site.

2.12 ELDERLY PERSON

A person who is at least 62 years of age.

2.13 EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS

The documents which must be submitted to evidence citizenship or eligible immigration status.

2.14 FAMILY

Two or more persons sharing residency whose income and resources are available to meet the family's needs and who are related by blood, marriage or operation of law (or who give evidence of a stable relationship which has existed over a period of time). Single pregnant women with no other children (or a single person in the process of legally adopting a child) constitute a family and have the same status as a family consisting of two or more persons. A single person is eligible without restriction effective August 25, 1993.

Families include (1) Elderly (head or spouse over 62), (2) Single Person who is handicapped or disabled, (2) the remaining member of a resident family, (3) a Displaced Person, or (4) a Single Person.

Singles are eligible, but elderly families and disabled and displaced singles get preference over other singles.

2.15 FULL-TIME STUDENT

A person who is carrying a subject load that 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 a diploma or certificate program, as well as an institution offering a college degree.

2.16 HANDICAPPED ASSISTANCE EXPENSE

Reasonable costs that are anticipated, during the period for which Annual Income is computed, for Live-in Aids and auxiliary apparatus for a Handicapped or Disabled Family member and that are necessary to enable a Family member to work.

2.17 HEAD OF HOUSEHOLD

The Head of Household is an adult member of the Family who is responsible for supplying the needs of the Family.

2.18 INDIVIDUAL WITH HANDICAPS

A person having a physical or mental impairment that (a) is expected to be of long/continued and indefinite duration, (b) substantially impedes his/her ability to live independently, and (c) is of a nature that such ability could be improved by more suitable housing conditions.

2.19 INS

The United States Immigration and Naturalization Service.

2.20 VIOLENCE AGAINST WOMEN

SECTION 603 of TITLE VI, Violence Against Women and Department of Justice Reauthorization Act of 2005 Amending SECTION 5(A) of the US Housing Act of 1937. The PHA will ban all persons, who have committed crimes of domestic violence, from all property of this Authority. Insure that victims of Domestic Violence are aware of agencies and services that are available in Madison County to offer assistance to persons of Domestic Violence.

The Authority's protection victims of domestic violence, dating violence, or stalking residing in public housing, as provided in the 1937 Act, as amended by the Violence Against Women Act (VAWA) (42 U.S.C. 1437f and 42 U.S.C. 1437d).

Definitions:

Bifurcate means, with respect to a public housing lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship or a romantic or intimate nature with the victim; and
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship;
 - (ii) The type of relationship; and
 - (iii) The frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Immediate family members means, with respect to a person:

- (1) A spouse, parent, brother, sister, or child of that person, or an individual to who that person stands in loco parentis; or
- (2) Any other person living in the household of that person and related to that person by blood or marriage.

Stalking means:

- (1)
 - (i) To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; or
 - (ii) To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
- (2) In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to
 - (i) That person,
 - (ii) A member of the immediate family of that person, or
 - (iii) The spouse or intimate partner of that person.

~~Applicants: Admission to the program shall not be denied on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking, if the applicant otherwise qualifies for assistance or admission.~~

Tenants:

Domestic violence, dating violence, or stalking: An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be constructed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, or stalking, or as good cause to terminate the tenancy of, occupancy rights of, or assistance to the victim.

Criminal activity related to domestic violence, dating violence, or stalking: Criminal activity related to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim.

Actual and imminent threat: An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual an imminent threat, the factors to be considered include: The duration of risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

VAWA means the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S. 1437f).

2.21 INVOLUNTARILY DISPLACED APPLICANT

A. An applicant is or will be considered involuntarily displaced if applicant has vacated or will have to vacate his/her housing unit as a result of one or more of the following actions:

1. A natural disaster, such as a fire or flood, that results in the non-occupancy of an applicant's unit;
2. Activity carried on by an agency of the United States or by any State or local governmental body or agency in connection with code enforcement or a public improvement or development program; or
3. Action by a housing owner that results in an applicant's having to vacate his or her unit, where:
 - ~~a. The reason for the owner's action is beyond an applicant's ability to control or prevent;~~
 - b. The action occurs despite an applicant's having met all previously imposed conditions of occupancy; and
 - c. The action taken is other than a rent increase.

B. An applicant also is involuntarily displaced if:

1. The applicant has vacated his/her housing unit as a result of actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other member of the applicant's household; or
2. The applicant lives in a housing unit with such an individual who engages in such violence.

NOTE:

The definition of displacement by domestic violence is clarified in two ways. First, the victim does not have to have a property right (such as a dwelling lease) to the unit where the violence has occurred. Second, the perpetrator of the violence may not reside with the applicant family after admission unless the Authority has given advance written approval.

3. The applicant has been displaced to avoid reprisals (witness relocation). This will apply when a family member has provided information on criminal activity to a law enforcement agency and, based on a threat assessment, the law enforcement agency recommends re-housing the family to avoid reprisals.
4. The applicant is displaced due to a hate crime. A hate crime means actual or threatened physical violence or intimidation against a person or the person's

property that is based on the person's race, color, religion, sex, national origin, handicap, or familial status.

5. The applicant is displaced by inaccessibility of a unit. This applies when a family member has mobility or other impairment that makes the person unable to use critical elements of the unit and the owner is not legally obligated to make the necessary changes as a reasonable accommodation to the disabled person.

C. For purposes of A.3 above, reasons for an applicant's having to vacate a housing unit include, but are not limited to, conversion of an applicant's housing unit to non-rental or non-residential use; closure of an applicant's housing unit for rehabilitation or for any other reason; notice to an applicant that he or she must vacate a unit because the owner wants the unit for the owner's personal or family use or occupancy; sale of a housing unit in which an applicant resides under an agreement that the unit must be vacant when possession is transferred; or any other legally authorized act that results or will result in the withdrawal by the owner of the unit or structure from the rental market. Such reasons do not include the vacating of a unit by a resident as a result of actions taken because of the resident's refusal:

1. To comply with applicable program policies and procedures with respect to the occupancy of under occupied and overcrowded units; or
2. To accept a transfer to housing unit in accordance with a court decree or in accordance with such policies and procedures under a HUD-approved desegregation plan.

The Hot Springs Housing Authority does not have emergency housing.

2.22 LIVE-IN AIDE

A person who resides with an Elderly person, a Disabled person, or with an Individual with Handicaps who (a) is determined by the Authority to be essential to the care and well-being of the person; (b) is not obligated for support of the person, and (c) would not be living in the unit except to provide necessary supportive services.

2.23 LOCATION (OR SITE)

A term used to identify units located in any common geographic area. It may be a project, a portion of a project, two or more projects, an entire project plus portion(s) of another. If the units are divided by a major architectural or topographic barrier, such as a freeway, stream or retaining wall, which substantially impairs mutual access, the separated units shall constitute separate locations or sites.

2.24 LOWER INCOME FAMILY

A family whose annual income does not exceed 80 percent of the median income by family size for the area, as determined by HUD.

2.25 MEDICAL EXPENSES

Those 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.

2.26 MINOR

Minor is a person under the age of legal competence unless otherwise determined by State law.

2.27 MIXED FAMILY

A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

2.28 MIXED POPULATION PROPERTY

A public housing development or portion of a development that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of the development) to elderly families and disabled families. These developments formerly were known as elderly properties.

2.29 MONTHLY ADJUSTED INCOME

One-twelfth of Adjusted Income.

2.30 MONTHLY INCOME

One-twelfth of Annual Income.

2.31 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, including Puerto Rico, the United States Virgin Islands, Guam, Canal Zone, Etc.

2.32 NET FAMILY ASSETS

Net cash value after deducting reasonable costs that would be incurred in disposing of real and personal property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and equity accounts in HUD homeownership programs. Generally, 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 the 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 under § 2.2.) In determining Net Family Assets, the Authority shall include the value of any assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale), during the two 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 a 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 resident receives important consideration not measurable in dollar terms.

2.33 OPTIONAL EARNED INCOME EXCLUSION

Rule amending HUD's regulations for the public housing and Indian housing programs that govern the definition of annual income. The optional earned income exclusion to annual income allows the Authority to adopt exclusion for earned income tailored to their own circumstances in order to support the efforts of working families.

2.34 PUBLIC HOUSING AGENCY

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 or operation of housing for low income families. The terms "PHA" or "Authority" occurring within this ACOP shall refer to the Housing Authority.

2.35 RANKING APPLICANT FAMILY

The "ranking applicant family" is that eligible family with the highest priority as defined in this policy, or priority being equal, the earliest date and time of application.

2.36 RANKING RENTABLE UNIT

The "ranking rentable unit" is that rentable dwelling unit which is located in the neighborhood having the greatest number of the same bedroom size and type of rentable vacant units.

A "rentable unit" is a vacant unit which has been prepared for re-occupancy and which is not encumbered by an offer which has been made but not yet been accepted or rejected.

2.37 REASONABLE ACCOMMODATION

Reasonable accommodation is making alterations or adaptations to provide access to otherwise qualified Individuals with Handicaps in the use of the program and facilities, without causing undue hardship or substantially altering the program or activity.

2.38 SECTION 214

Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a).

2.39 SECTION 214 COVERED PROGRAMS

Programs to which the restrictions imposed by Section 214 apply are programs that make available financial assistance pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437-1440), Section 235 or Section 236 of the National Housing Act (12 U.S.C. 1715z-1) and Section 101 of the Housing and Urban Development Act of 1965 (12 U.S.C. 1701s)

2.40 SINGLE PERSON

~~Single Person is a nonelderly person living alone or intending to live alone and who does not qualify as an Elderly Family or a Displaced Person as defined in this section or as the remaining member of a resident family.~~

2.41 SPOUSE

One's husband or wife.

2.42 STANDARD PERMANENT REPLACEMENT HOUSING

Standard, permanent replacement housing is housing that is:

- A. Decent, safe, and sanitary;
- B. Adequate for the family size; and
- C. Family occupied under a lease or occupancy agreement.

Such housing does not include transient facilities, such as motels, hotels, or temporary shelters for victims of domestic violence or for homeless families (§2.29), and in the case of domestic violence referred to in paragraph B of §2.15, 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.

2.43 SUBSTANDARD HOUSING

A unit is substandard if it:

- A. Is dilapidated;

A housing unit is dilapidated if it does not provide safe and adequate shelter, and its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding.

The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.

- B. Does not have operable indoor plumbing;
- C. Does not have a usable flush toilet inside the unit for the exclusive use of a family;
- D. Does not have a usable bathtub or shower inside the unit for the exclusive use of a family;

~~E. Does not have electricity, or has inadequate or unsafe electrical service;~~

F. Does not have a safe or adequate source of heat;

G. Should, but does not, have a kitchen; or

H. Has been declared unfit for habitation by an agency or unit of government.

I. For purposes of this section, an applicant who is a "homeless family" is living in substandard housing. For purposes of the preceding sentence, a "homeless family" includes any individual or family who:

1. Lacks a fixed, regular, and adequate nighttime residence; and
2. Has a primary nighttime residence that is:
 - a. A supervised public or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
 - b. An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - c. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to an act of Congress or State law.

A "homeless family" will include participants in transitional housing programs.

For purposes of this section, Single Room Occupancy (SRO) housing is not substandard solely because it does not contain sanitary or food preparation facilities (or both).

For the purpose of administering this policy, substandard housing shall be any house or building that does not meet the *minimum* housing codes of North Carolina, and has been declared substandard by said entity.

2.44 TENANT RENT

The amount payable monthly by the family as rent to the Authority for occupancy of a unit. Where all utilities (except telephone and TV) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone and TV) and other essential housing services are not supplied by the Authority, and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance.

2.45 TOTAL TENANT PAYMENT

Total Tenant Payment does not include charges for excess utility consumption or miscellaneous charges. Total Tenant Payment for a family whose initial lease is effective on or after August 1, 1982, shall be the highest of the following, rounded to the nearest dollar:

1. 30 percent of Monthly Adjusted Income;
2. 10 percent of Gross Monthly Income;
3. Welfare assistance set out in 24 CFR §913.107(a) (3);
4. For a mixed family, the amount determined under proration of assistance;
5. A minimum of \$50.00, which has been set by the PHA in accordance with federal law.

NOTE: In some instances, applicable utility allowances used in the calculation of tenant rent may result in a tenant qualifying for a utility reimbursement despite the requirement of a minimum rent.

CEILING RENT

The Authority acknowledges that there are several advantages to ceiling rents. Ceiling rents provide a "cap" or maximum rent which is advantageous to families of higher incomes. Establishing ceiling rents offers families of increasing or higher incomes an incentive for living in public housing. Ceiling rents help the Authority to attract higher income families and create a broad range of incomes and a more diverse tenant body, which is consistent with HUD's affirmative fair housing goals. Ceiling rents serve to

assist families transitioning from welfare to work and families that desire to obtain better jobs. Ceiling rents may also help the Authority to fill vacancies in some of its less desirable units or developments.

For all units where ceiling rents are applied the lower of the total tenant payment or the ceiling rent will be applied.

Fair Market Rent as a Basis for Ceiling Rents

The Authority will apply ceiling rents to all of its public housing units using as a basis the current fair market rent for units comparable in size, location, quality, unit type, age, housing services, maintenance, utilities and amenities in the area in which each public housing development is located.

The Authority will not set ceiling rents below the monthly operating cost to operate the units.

Ceiling Rents as Authorized Under the 1998 QHWRA

The Authority will not set ceiling rents below 75 percent of the monthly cost to operate the units at any of its public housing units.

The Authority will not set ceiling rents below 100 percent of the monthly cost to operate the units for housing designated for occupied predominantly by elderly or disabled families.

HUD defines predominantly as at least 80 percent occupancy by such families.

The monthly cost of operating the Authority's housing is defined as one twelfth of the sum of all annual operating expenses reported on the Statement of Operating Receipts and Expenditures as of the end of the most recent fiscal year and the aggregate annual utility allowances for all tenant paid utilities; minus the sum of (1) excess utility charges and (2) annual cost, if any, associated with units approved for deprogramming [*PIH Notice 98-41].

The Authority will ensure that all of its ceiling rents will be unit based and not applied to certain families or certain categories of families.

The ceiling rents have been established as the fair market rents for this area.

FLAT RENT

The following flat rents have been established:

1-bedroom apartment	\$225.00 250 ⁰⁰	Board Res. 2012-11-29-03 Change to flat rents. OC
2-bedroom apartment	\$275.00 300 ⁰⁰	
3-bedroom apartment	\$375.00 400 ⁰⁰	

2.46 UTILITIES

Utilities are water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewerage services. Telephone and television service is not included as a utility.

2.47 UTILITY ALLOWANCE

If the cost of utilities (except telephone and TV) 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, an amount equal to the estimate made or approved by the Authority or HUD, under 24 CFR Part 965, 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. The schedule of utility allowance is available at the PHA's central administrative office. A tenant will not be charged if charges are below \$1.00.

2.48 UTILITY REIMBURSEMENT

The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

2.49 VERY LOW INCOME FAMILY

A lower income family whose annual income does not exceed 50 percent of the median income by family size for the area, as determined by HUD.

2.50 VETERAN

Veteran is a person who served in the active military, naval, or air service, and who was discharged or released therefore under conditions other than dishonorable.

2.51 WELFARE ASSISTANCE

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

3.0 DETERMINATION OF ELIGIBILITY AND SUITABILITY

The Application for Admission and Record of Applications/Community-Wide Waiting List (hereinafter called "Community-Wide Waiting List :) constitutes the basic records of each family applying for admission. The information submitted by each applicant shall be verified to assure that the data upon which determinations are made as to eligibility and suitability for admission are true and complete. The Authority will indicate on each

Hot Springs Housing Authority
50 Walnut St., PO Box 296
Hot Springs, NC 28743
828-622-3237
828-622-7111(Fax)

Applicant Policy and Procedure

- 1. All applicants must fill out the entire application packet and make an appointment with the Executive Director. All adults on the application must be present during the interview process.**
- 2. All documents required such as social security cards, birth certificates, paystubs, Identification, etc. must be completely turned in before an application is processed.**
- 3. All applicants will be notified of Waiting list and preferences.**
- 4. All applicants will be notified of credit, criminal background check and rental verification.**
- 5. Any collections over \$500 other than medical will deem an applicant ineligible unless proof of payment is provided.**
- 6. A balance owed to any PHA or Section 8 program, would deem an applicant ineligible unless cleared by previous Housing Authority.**
- 7. Results of the criminal background check will be approved at the discretion of the Executive Director.**
- 8. Evictions of any type will deem an applicant ineligible.**
- 9. Once an application is turned in, if any documents are missing and not included within 30 days, the application will be removed and the applicant will be notified.**

- 10. The PHA has the right to limit applications to a certain time and may suspend taking applications due to the number of applicants on the Waiting List.**
- 11. The HSHA will not on account of race, color, religion, sex national origin, age, disability, or familial status, deny or hinder any applicant family the opportunity to make application or lease a dwelling unit suitable to its needs in any of it developments.**
- 12. Annual income must be within the HUD income grid.**
- 13. If Community Service is owed from a previous PHA account, the application will be found ineligible.**
- 14. Applications with certified signatures may be mailed but final approval may be withheld until personal interview is conducted.**
- 15. For application approval: Past performance in meeting financial obligations especially rent is satisfactory. No record of disturbance of neighbors, destruction of property or poor housekeeping habits that would adversely affect the health and safety of other tenants and no history of criminal activity involving crimes of violence to persons or property or other criminal acts that would affect the health, safety and welfare of other tenants. This includes any drug charges over the past 5 years.**
- 16. The Executive Director has the final approval on all applications.**


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Resolution 12-2

WHEREAS, the Hot Springs Housing Authority Board of Commissioners does hereby approve this date, December 21, 2011, policy for applicants.



Sue Collins, Board Chairman



Jeanne Caldwell, Executive Director

Community-Wide Waiting List either that the applicant meets all of the requirements governing admission as set forth in Section 4 or that the applicant does not meet the requirements and is ineligible for admission.

All admissions to public housing shall be made on the basis of a written application in such form as the PHA shall prescribe. The Application for Admission shall constitute the basic record of each family applying for admission. All supplemental materials pertaining to eligibility shall also be considered a part of the application record and carefully recorded. This includes verifications of income and family composition and such other data as may be required.

The following conditions shall govern the taking and processing of applications: *

1. This Public Housing Agency will not, on account of race, color, religion, sex, national origin, age, disability, or familial status, deny or hinder any applicant family the opportunity to make application or lease a dwelling unit suitable to its needs in any of its developments.
2. The Authority reserves the right to suspend application taking when the current supply of completed full applications exceeds the number of families which could be reasonably expected to be housed within the next twelve months. In such cases, the Authority may ask applicants to complete abbreviated applications which contain sufficient information to determine unit size, unit type, and local preferences (if applicable).
3. All applications must be made in person by a responsible adult member of the applicant family, who will reside in the household. He/She shall sign the application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The Authority reserves the right to require the signature of any or all adult members of the applicant household. No applications shall be accepted by mail.
4. The Authority will normally take applications from a central location, but reserves the right to establish satellite locations for application taking, so long as all processing is done in a central location.
5. The Authority reserves the right to establish times for taking applications, including by appointment. The Authority staff may at its discretion provide for application interviews outside normal hours when necessary for hardship reasons.
6. In so far as possible, application interviews shall be conducted in private.
7. In addition to the income, family composition and information unique to each applicant, each application shall indicate the date and time of application and the Authority's determination of eligibility or ineligibility. When the family is eligible, the application shall also record the correct unit size and type; the priority rating; the date of assignment to a dwelling unit and the unit assigned; the date, unit location and reason for rejection for any offers refused by the applicant.

* Updated Application Policy 25
Board Res. 12-20

8. Applications shall be updated as applicants report changes in income and family circumstances. All modifications to applications shall be properly documented and the transaction initialed by the staff member making the change.

9. Every six months, the Authority shall purge the application pool of applications no longer actively seeking housing. Normally, this shall be performed by removing applicants who fail to respond to a 'still interested" notice mailed to the last known address on the application. It shall be the sole responsibility of the applicant to inform the Authority of changes in address or other family circumstances which might affect the status of the application.

10. The Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements.

If the Authority determines the applicant is ineligible, the Authority shall promptly notify the applicant. When requested, and within a reasonable time after the determination is made, the applicant shall be provided an opportunity for an informal hearing.

If a determination has been made that the applicant is eligible and satisfies all requirements for admission, the applicant shall be notified of the approximate date of occupancy insofar as that date can be reasonably determined.

4.0 ADMISSION AND SELECTION

4.1 OVERALL INCOME ELIGIBILITY FOR ADMISSION

An applicant must have an Annual income at the time of admission that does not exceed the low/very low income limits for occupancy established by HUD.

The Quality Housing and Work Responsibility Act of 1998 authorizes PHAs to admit families whose income does not exceed the low-income limit (80% of median area income) once the HA has met the annual 40% targeted income requirement of extremely low-income families (families whose income does not exceed 30% of median area income).

4.2 ELIGIBILITY FOR ADMISSION

Eligible applicants for admission for housing with the Authority are those who qualify as a family as defined in § 2.10 and whose Annual Income does not exceed the applicable income limits for admission established by HUD and utilized by the Authority. To be eligible for assistance all family members must be U. S. citizens or noncitizens who have eligible immigration status as given in 24 CFR § 912.5.

4.3 APPLICATIONS

A. An application for Admission, as defined in § 2.3, is required for a person to be considered for admission. Applications for Admission will be accepted Monday, Wednesday and Friday between the hours of 8:00 AM and 4:00 PM (or set time as determined by the PHA) at the Authority's office at 50 Walnut Street.

B. The location, facilities, and circumstances for accepting applications will afford persons the greatest opportunity to apply.

C. All entries by the applicants and PHA personnel are to be made in ink, ballpoint pen or typed. Any changes are to be made by drawing a single line through the original entries and entering the correct data. The reason and authority for each change shall be noted in the record, which then shall be dated and initialed by the person making the change.

D. ~~An applicant must contact the Authority every 6 months to indicate continued interest and update any information regarding the application. If an applicant fails to notify the Authority within the specified time, the Authority will remove the application from its active files.~~

E. The date and time the application is received should be noted on the application form. All data is subject to verification. The completed application must be signed by an adult member of the family.

F. The Authority will keep a copy of each resident's application for admission to public housing in the resident's file. Any other occupancy information the Authority collects must be retained for at least three years or until audited by HUD, whichever occurs later. This will include data on current applicants and residents, and applications from persons who were never admitted.

G. If during the interview, it becomes obvious that the applicant definitely is ineligible, he/she will be so informed and the reason(s) fully explained. His/her application then shall be classified as "ineligible". The file shall be documented to show when and how the applicant was informed and the reasons for his/her ineligibility.

H. The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) and adverse information of former participants who have voluntarily or involuntarily terminated participation in the above-listed HUD rental assistance program. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistant payment errors.

The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once your participation in the housing program has ended, whether voluntarily or involuntarily move out of assisted unit:

1. Amount of any balance you owe the PHA (up to \$500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent, (due to unreported income and/or change in family composition) or other charges such as damages, utility charges, etc.); and
2. Whether or not you have entered into a repayment agreement for the amount you owe the PHA; and
3. Whether or not you have defaulted on a repayment agreement; and
4. Whether or not the PHA has obtained a judgment against you; and

5. Whether or not you have filed for bankruptcy; and
6. The negative reason(s) for your end of participation or any negative status (i.e. abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

I. This information will be available to HUD employees, PHA employees and contractors of HUD and PHAs.

J. PHAs will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family's suitability for initial or continued rental assistance, and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, your current rental assistance may be terminated and your future request for HUD rental assistance may be denied for a period of up to ten years from the date you moved out of an assisted unit or were terminated from a HUD rental assistance program.

K. Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of the participation date.

L. In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), you have the following rights:

1. To have access to your records maintained by HUD.
2. To have an administrative review of HUD's initial denial of your request to have access to your records maintained by HUD.
3. To have incorrect information in your record corrected upon written request.

4. To file an appeal request of an initial adverse determination on correction or amendment of record request, within 30 calendar days after the issuance of the written denial.
5. To have your record disclosed to a third party upon receipt of your written and signed request.

M. You should contact the PHA, who has reported this information about you, in writing, if you disagree with the reported information. The PHA's name, address, and telephone numbers are listed on the Debts Owned and Termination Report. You have the right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. Disputes must be made within three years from the end of participation date. Otherwise the debt and termination information is presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record.

Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA will documentation of your bankruptcy status.

The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

4.4 RECORD OF APPLICATIONS/COMMUNITY-WIDE WAITING LIST

A. The applicant's name will be placed on a Community-wide Waiting List based on the date and time the application is received by the Authority. The Authority will maintain the Community-wide Waiting List by the required number of bedrooms. The Authority will indicate on the Community-wide Waiting List the following about each applicant family.

1. race/ethnicity.
2. Determination of eligibility or ineligibility for selection (§ 4.2).
3. Date assigned to dwelling unit and identification of unit to which assigned, or date and unit offered and rejected with reason for the rejection noted.
4. reason for removing applicant from consideration for housing; i.e., upon applicant's request, failure to communicate continued interest, or applicant no longer qualifies.

B. Only Housing Authorities with 1,250 or more public housing units may establish site-based waiting lists with HUD approval.

4.5 SCREENING, VERIFICATIONS, SELECTION OF APPLICANTS,
PREFERENCES AND TENANT ASSIGNMENT

A. SCREENING

1. Eligible applicants will be screened and those who meet the screening criteria will be considered suitable for housing. Those applicants meeting the screening criteria are those:

a. Whose past performance in meeting financial obligations, especially rent, is satisfactory;

b. Who have no record of disturbance of neighbors, destruction of property, living or housekeeping habits that adversely affect the health, safety, or welfare of other residents; and

~~c. Who have no history of criminal activity involving crimes of physical violence to persons or property or other criminal acts that adversely affect the health, safety, or welfare of themselves or other residents. This includes, but is not limited to, the possession, sale, or use of illegal substances within the last five (5) years.~~

2. If an applicant has been evicted from housing assisted under the U.S. Housing Act because of drug-related criminal activity (drug use or drug distribution) by any member of the applicant family, the applicant may not be given any tenant selection preference for five years from the date of that eviction.

The Authority may waive this restriction for a particular applicant if the Authority determines that the evicted person:

a. has successfully completed a rehabilitation program approved by the Authority;

b. clearly did not participate in or know about the drug-related criminal activity; or

c. no longer participates in any drug-related criminal activity.

3. In the event of receipt of unfavorable information regarding conduct of the applicant, the Authority shall give consideration to the time, nature, and extent of applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects in determining eligibility of the applicant. Factors to be considered in such a case will include the following:

a. Evidence of rehabilitation;

b. Evidence of applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs and the availability of such programs; OR

Evidence of the applicant's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

4. Where an handicapped individual is applying for public housing and the individual's eligibility for admission, level of benefits, or qualification for preferences or priorities does not depend upon his or her being a handicapped person, Authorities may not inquire about the existence, severity of any physical or mental impairment, nor require proof that the applicant is "capable of independent living." However, to the extent necessary to determine eligibility and rent, Authorities may require applicants to provide information about the nature and extent of their handicap or related conditions.

B. VERIFICATIONS

In conjunction with the application process, the Authority shall require whatever documentation is needed to verify information the applicant has provided. The applicant (and other family members as the Authority designates) may be required to execute release and consent forms authorizing any person, firm, or association, including any Federal, State, or local agency, to furnish or release to the Authority such information as the Authority determines to be necessary. Verification of eligibility, suitability, and federally mandated preferences, along with any other information, is to be accomplished by thorough evaluation from information submitted by the applicant or received from third parties.

Any request by the Authority to the applicant or third party for verifying documentation must state in definite and clear terms the character, source, and content of documentation sought.

Families are required to provide a Social Security Number (SSN) for each family member age one and older prior to admission, if he/she has been issued a number by the Social Security Administration (SSA). Each member of the family defined above must either:

1. Submit SSN documentation, or;
2. See SSN Policy listed in Section 2.4 of this policy

C. INCOME TARGETING

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

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

The PHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRA by admitting less than 40 percent of "extremely poor families" to public housing in a fiscal year, to the extent that the PHA has provided more than 75 percent of newly available vouchers and certificates to "extremely poor families."

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

The number of units equal to 10 percent of the number of newly available vouchers and certificates in the fiscal year; or

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

The Fundability Floor: Regardless of the above two amounts, in a fiscal year, at least 30% of the PHA's admissions to public housing will be to extremely low-income families. The fundability floor is the number of units that cause the PHA's overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

Very Low-Income Family Admissions

Once the PHA has met the 40% targeted income requirement for new admissions of extremely low-income families, the PHA will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income with no more than 10% to low income (80% of median)

D. SELECTION

1. In selecting residents from among eligible applicants who meet the screening criteria, first consideration shall be given to matching the size and type unit offered to the family's need. The Authority will take into consideration the needs of individual families for Public Housing and the statutory purpose in developing and operating a socially and financially sound low income housing program, 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. To avoid concentrations of the most economic and socially deprived families in one or all of the developments operated by the PHA.
 - b. To maintain a tenant body in each property composed of families with a broad range of income paying ability which is generally representative of the range of incomes of low income families in the PHA's area of operation as defined by state law.
 - c. To meet the Authority's goal of accomplishing de-concentration of poverty and income mixing objectives.
2. Proven cases of domestic violence get first preference.
 3. Elderly families and disabled and displaced singles get preference over ~~other singles.~~

4. Applications will be ranked and filed in the following hierarchical order:
 - a. By characteristics of the unit in the following order: location, unit size, unit type (regular, elderly, special handicapped).
 - b. Then by priority ranking of the following local preferences:

(1) First Priority - Working Family. *Full-time employment:* Any head of household legally employed by an employer in a full-time capacity. The head of household must work for wages, commissions, or other consideration of value and have been so gainfully employed after the date of application. The applicant must also demonstrate full-time employment for at least nine months immediately prior to the date of placement. It must be apparent that the full-time employment is of a continuous nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals would qualify for this Local Preference if the head of the household was able to demonstrate 9 months of full-time self-employment immediately prior to the date of placement; or

Part-time employment. Any head of household legally employed by an employer in a part-time capacity. The head of household must work for wages, commissions, or other consideration of value and have been so gainfully employed for at least nine (9) months prior to the date of placement. It must be apparent that the part-time employment is of a

continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals would qualify for this Local Preference if the head of the household was able to demonstrate 9 months of part-time self-employment, of not less than twenty (20) hours per week, immediately prior to the date of placement; or *Approved Job Training Program*. Any head of household who is participating in, or enrolled for participation in training, education, or employment program funded by HUD, JTPA, or any other Federal, state or local organization, provided that the program's primary purpose is to prepare low and very low-income individuals for economic independence or family self-sufficiency. Such participation must be for a minimum of twenty (20) hour per week, and must be verified in writing by the training, education, or employment provider.

Working Family Verification: This preference may be verified by submission of:

- a. Executed third party employment verification form;
 - b. Salary or pay stubs for the relevant time period;
 - c. State wage information collection agency documentation;
 - d. Letter from employer on company stationary mailed or delivered to the Housing Authority directly by the employer;
 - e. Written verification of participation in eligible, training, educational or employment program.
 - f. Verification of receipt of Social Security payments.
- (2) Second Priority - Families who qualify as a working family as defined above, but have been working less than nine months.
- (3) Third Priority - Previous resident who has moved out of public housing in good standing.

c. Within the priorities above, by date and time of application.

5. Elderly, near elderly, disabled, and handicapped families will receive a priority only for designated handicap accessible units. The Authority has no units designated for the elderly.

An applicant who lives in assisted housing may not be denied the benefit of any local preference for which the applicant qualifies.

E. DECONCENTRATION OF POVERTY AND INCOME MIXING

The PHA's admission policy is designed to provide for de-concentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects.

Gross annual income is used for income limits at admission and for income-mixing purposes.

Skipping of a family on the waiting list specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until the target threshold is met.

The PHA will use the gathered tenant incomes information in its assessment of its public housing developments to determine the appropriate designation to be assigned to the project for the purpose of assisting the PHA in its de-concentration goals.

De-concentration and Income-Mixing Goals

Admission policies related to the de-concentration efforts of the PHA do not impose specific quotas. Therefore, the PHA will not set specific quotas, but will strive to achieve de-concentration and income-mixing in its developments.

Project Designation Methodology

The PHA will determine and compare tenant incomes at the developments listed in this Chapter.

The PHA will determine and compare the tenant incomes at the developments listed in this Chapter and the incomes of census tracts in which the developments are located.

Upon analyzing its findings the PHA will apply the policies, measures and incentives listed in this Chapter to bring higher income families into lower income developments and lower income families into higher income developments.

The PHA's goal is to have eligible families having higher incomes occupy dwelling units in projects predominantly occupied by eligible families having lower incomes, and eligible families having lower incomes occupy dwelling units in projects predominantly occupied by eligible families having higher incomes

Families having lower incomes include very low- and extremely low-income families.

Hot Springs Housing Authority
50 Walnut St., PO Box 296
Hot Springs, NC 28743
828-622-3237
828-622-7111(Fax)

RESOLUTION:2012-11-29-02

WHEREAS, the Hot Springs Housing Authority Board of Commissioners does hereby approve this date, November 29, 2012, that the Waiting List preference list as stated in the HSHA AOCCUP have a point system assigned as follows:

Working	25 Points
Government Displacement	20 points
Past Tenant (Good Standing)	15 points
Elderly/Disabled	15 points
Domestic Violence	15 points
Local	10 points

Sue Collins
Sue Collins
Chairman

Jeanne Caldwell
Jeanne Caldwell
Executive Director

When selecting applicant families [and assigning transfers] for a designated project the PHA will determine whether the selection of the family will contribute to the PHA's de-concentration goals.

The PHA will not select families for a particular project if the selection will have a negative effect on the PHA's de-concentration goals. However, if there are sufficient families on the waiting list [or transfer list], under no circumstances will a unit remain vacant longer than necessary.

Method No. 1 - Aggregate Average Method

The PHA will review the annual resident income of all of its sites and using the incomes of all families in all developments as a baseline, determine the average income of all of its resident families.

The PHA will designate higher income developments those with average income above the aggregate average.

The PHA will designate lower income developments those with average income below the aggregate average.

PHA Incentives for Higher Income Families

The PHA may offer certain incentives to higher income families willing to move into lower income projects. The PHA will not take any adverse action against any higher income family declining an offer by the PHA to move into a lower income project.

F. WRITTEN SYSTEM OF PREFERENCES FOR SELECTION *updated Board Res. 202-11-29-c g

The written system of preferences established by the PHA for selection of applicants from the waiting list within each bedroom size is as follows:

1. Families who qualify for one of the following preferences:
 - a. Involuntarily displaced (natural disaster or government) *See attachment*
 - b. Victims of domestic violence
 - c. Elderly/disabled
2. Local Preference: Families, who reside, work or are hired to work in Hot Springs or Madison County.
3. Other eligible families who do not qualify for a preference

Within each preference category above, date and time of application will determine which family has first priority if two families have the same preference. Provided however, the provisions of the de-concentration rule contained within

Within each preference category above, date and time of application will determine which family has first priority if two families have the same preference. Provided however, the provisions of the de-concentration rule contained within this Policy shall supersede the selection of applicants based on preferences, and date and time, and will allow the PHA to skip over families on the waiting list to accomplish this goal.

The PHA may admit 50% of applicants in any one 12-month period that are non-preference applicants. The number within this category shall not exceed the 50% exception at the end of the 12-month period, which is July 1 through June 30 each year. Each case shall be verified and documented including the date and time of application.

F. RESIDENT ASSIGNMENT

~~Selection of the applicant families for making offers of dwelling units shall be performed by matching the ranking unit to the ranking applicant as follows:~~

1. The "ranking rental unit" is that rentable unit dwelling unit which is located in the neighborhood having the greatest number of the same bedroom size and type of rentable units. A "rentable unit" is a vacant unit which has been prepared for re-occupancy and which is not encumbered by an offer which has been made but not yet accepted or rejected. The plan for the assignment of applicants to dwelling units is Plan A as follows:

2. The "ranking applicant family" is that eligible family with the highest priority as defined in this policy, or, priority being equal, the earliest date and time of application.

3. When the ranking applicant is matched to the specific ranking unit, that dwelling unit becomes "un-rentable" until the offer is made and accepted or rejected. In order to reduce vacancy loss, it is necessary that processing from this point move as quickly as possible. To that end, the following conditions shall apply to dwelling unit offers:

a. As an applicant moves near the top of the waiting list, the PHA will contact the applicant family to determine continued interest, to update the application for final processing, to alert the applicant that an offer is likely in the near future, and to inform the applicant about the requirements for move-in, such as utility deposits, security deposits, etc. For an applicant on a short waiting list, this may be included in the process of taking the complete application.

b. Upon offer of an apartment, the applicant shall have three business days to accept or reject the apartment. An additional business day may be granted if necessary to allow the applicant to inspect the apartment. Failure to give an answer within the prescribed time period shall be

counted as rejection of the offer. Failure to respond to an offer will result in withdrawal of the offer and the application becoming inactive at the expiration of the third day.

c. Upon acceptance of the offer, the applicant must complete all outstanding preoccupancy requirements, such as joint unit inspections, establishment of utility service, leasing interview, and lease execution. Normally, this deadline will be within three days of acceptance of the offer, but may be extended a maximum of five additional days at the discretion of the PHA when necessary to alleviate a hardship. Failure to complete move-in requirements within the assigned period will result in withdrawal of the offer and inactivation of the application.

4. The head of the household of each family accepted as a tenant is required to execute a lease agreement in such form as the PHA shall require prior to actual admission. All remaining adult members of the household may also sign the lease. One copy of the lease will be given to the lessee and the original will be filed as part of the permanent records established for the family.

Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease, and the terms of occupancy. It shall be explained in detail to the head of household or other responsible adult before execution of the lease.

The lease shall be kept current at all times. If a resident family transfers to another unit in the same or another PHA community, the existing lease will be canceled. A new lease will be executed for the unit to which the family is to move by the head of the household. If any other change in the resident's status results in the need to change or amend any provisions of the lease, or if the PHA desires to waive a provision with respect to the resident, (1) the existing lease is to be canceled and a new lease executed, or (2) an appropriate rider is to be prepared and executed and made a part of the existing lease.

Certain documents are made a part of the lease by reference. These include, but are not limited to, the Admission and Continued Occupancy Policy (ACOP), and the Resident Rules and Regulations.

5. When an applicant refuses an apartment, his application shall be returned to the waiting list. After refusal of one offer, his application shall be returned to the bottom of the waiting list, being assigned the lowest priority and an application date and time which correspond to the date of the refusal. Upon return to the top of the waiting list, such an applicant would be made an offer in accordance with the provisions of this policy. Upon refusal of one such offer, including any in neighborhoods previously refused, the application shall be removed from the waiting list and classified as inactive for a period of twelve months.

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence of his inability to move to the PHA's satisfaction, refusal of the offer shall not count as one of the number of allowable refusals permitted the applicant before placing his name at the bottom of the waiting list, or placing the application in the inactive status.

If an applicant presents, to the satisfaction of the PHA, clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, or national origin, such as inaccessibility to source of employment, children's day care and the like, refusal of such an offer shall not be counted as one of the number of allowable refusals permitted an applicant prior to placing his name at the bottom of the eligible list or placing the application in the inactive file.

The Authority's location is: 50 Walnut Street

6. All offers of units shall be made from the Record of Applications/Community-wide Waiting List (§ 4.4) in proper sequential order, without discriminating because of race, color, national origin, religion, creed, sex, age, or handicap; Offers will be made with consideration of the preferences listed above in Section 4.5F of this policy;

7. If the ranking unit is not offered, the Authority shall document and retain the reason why it was not offered; (e.g., disrepair, cleaning, etc.).

4.6 TRANSFERS

Objectives of plan

- To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriately sized unit.
- To facilitate humane relocation when required for modernization or other management purposes.
- To facilitate relocation of families with complete and permanent inability to continue living in a two-story apartment.
- To eliminate vacancy loss and other expense due to unnecessary transfers.

TYPES OF TRANSFERS

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

1. In the event of a fire, accident or natural disaster that results in the dwelling unit becoming uninhabitable, the resident will be offered alternative accommodations within the neighborhood if a rentable unit in the appropriate size is available. If the appropriate size is not available, the family may be over housed but placed on the transfer list with the transfer being accomplished at the appropriate time. If no unit is available within the neighborhood, the family may be transferred to an appropriate unit available at another Authority-owned neighborhood. If the move is to a site where residents purchase all or some utilities, the resident will pay the cost of any deposit required by the utility company.

2. When a resident is transferred because the unit has become uninhabitable, the management of the Authority shall determine the cause of the condition of the unit for the purpose of deciding whether relocation assistance may be offered to the resident and whether the transfer shall be considered permanent.

Based on this determination, the following actions will be taken:

a. If the condition of the unit is the fault of the Authority, the resident shall be provided with relocation assistance such as the moving of household goods, the cost and methods of which are to be determined by management. The resident will normally be offered the opportunity to return to his original unit at his own expense, assuming that the unit can be rehabilitated and is still the appropriate size for the family.

b. If the condition of the unit is the fault of neither the Authority nor the resident, as in the case of a natural disaster, the Authority may provide such relocation assistance as management deems appropriate. A transfer to a correctly sized apartment will be considered permanent.

c. If the condition of the unit was caused by the resident, his family or guests, no relocation assistance will be provided and the resident may be charged for all damages to Authority property. A transfer to a correctly sized apartment will be considered permanent.

3. If a site requires modernization type work which necessitates vacating apartments, the affected resident will be relocated at the Authority's expense in available vacant units within the Authority. If determined feasible by management, the Authority will attempt to relocate affected residents into vacant units within the site. Other decisions related to modernization transfers will be made by the Executive Director or his/her designee. The Authority may suspend normal transfer procedures to facilitate modernization type activities.

B. Transfers for Approved Medical Reasons-Residents may be transferred from a two-level apartment to a single-level apartment when the Authority determines that there is a complete and continuing inability to negotiate stairs or steps. The Authority may require medical documentation of a resident's condition and reserves the right to make its

own evaluation of such documentation. Normally such transfers will be within the resident's original neighborhood unless the appropriate size and type of unit does not exist on the site. All other medical related transfer requests shall be determined solely by the Executive Director.

A resident who desires to relocate on advice of a physician for reasons other than inability to negotiate stairs may file an application for an apartment with the PHA staff person responsible for taking applications for housing. This application will be processed as any other new application for housing.

C. Transfers to Appropriately Sized Unit - Section 5, Paragraph (a) (2) of the dwelling Lease states that:

Tenant's family composition NO LONGER conforms to Management's Occupancy standards for the unit occupied; Management may require the Tenant to move into a unit of appropriate size.

This section establishes both that the Authority has an obligation to transfer residents to the appropriately sized unit and that residents are obligated to accept such transfers. These will be made in accordance with the following principles:

1. Determination of the correctly sized apartment shall be in accordance with the Authority's Occupancy Standards.
2. Transfers into the appropriately sized unit will be made within the same neighborhood unless that size unit does not exist on the site.
3. Management may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contains a leaseholder capable of discharging lease obligations.
4. Families with children in school being transferred outside their current neighborhood will not be required to move until the current school year is finished if the Authority determines that a transfer would cause a hardship to the family.
5. If an elderly or disabled person needs to be transferred to a smaller unit, but is unable to do so and has a doctor's statement, stating the serious condition or conditions he may have, he may be exempt from being transferred and may remain in his present unit, with the approval of the housing management.

D. Transfers for Non-handicapped families living in handicapped designated units.

Section 1(a) of the dwelling lease states what type of unit, as designated by Management, which the resident family is residing in. Section 5(e) of the

dwelling lease states: If the unit leased is a handicapped designated unit as checked in Section 1(a) and the tenant family occupying the unit is not a family with handicapped individuals, the tenant agrees to transfer to a non-handicapped unit if and when the unit is needed for a handicapped family.

The Authority may from time to time have an excess of handicapped accessible units. In an effort to get the best use of all units the Authority may from time to time rent a handicapped designated unit to a family that has no handicapped members. The Authority will advise the family of the requirements to transfer if and when a handicapped designated family is determined eligible. If the family selected for the unit decides not to accept the unit because of the requirement to move at some date in the future, the refusal shall not count against the family.

This section establishes both that the Authority has an obligation to transfer non-handicapped residents residing in handicapped designated units to non-handicapped designated units and that the non-handicapped families are obligated to accept such transfers. These will be made in accordance with the following principles:

1. Transfers into a non-handicapped designated unit will be made within the same neighborhood unless that size unit does not exist on the site.
2. Transfers to a non-handicapped designated unit may be made outside of the same neighborhood with tenant consent or unless no vacancies are expected within the same neighborhood within the next 30 days.
3. Management may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contain a legal leaseholder capable of discharging lease obligations.
4. The non-handicapped family may be provided with relocation assistance such as cartage of household goods, and relocation expenses, the costs and methods of which are to be determined by management.
5. For the purposes of determining the priorities for transfers, this type of transfer shall be considered an Authority initiated transfer.

PRIORITIES FOR TRANSFERS

All transfers must be either for approved medical reasons, for relocation to an appropriately sized unit or be initiated by the Authority. No other reasons for transfers

will be considered. Within the eligible types, transfers shall be performed according to the following priorities:

1. Authority initiated transfers;
 2. Transfers to a single-level apartment for approved medical reasons;
 3. Residents who are under housed by two or more bedrooms;
 4. Residents who are over housed by two or more bedrooms;
 5. Residents who are under housed by one bedroom;
 6. Residents who are over housed by one bedroom; and
 7. Persons with extraordinary circumstances as deemed viable through the discretion of the Executive Director or representative of the Housing Authority.
-

The first four priorities always have priority over new move-ins. The remainder shall be mixed with new move-ins in a ratio to be posted each year for each neighborhood after the annual re-examination. This ratio will be calculated by the Executive Director or his/her designee taking into account the vacancy rate and the number of pending transfers for each neighborhood. Within each priority type, transfers will be ranked by date. In transfers requested by residents 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 management. In the case of an involuntary transfer, the date will be that on which management verifies that the change occurred. Management reserves the right to immediately transfer any family who has misrepresented family circumstances or composition.

TRANSFER PROCEDURES

The PHA staff person in charge of Occupancy or other staff designed by the Executive Director shall:

- Prepare and prioritize a transfer list for each neighborhood after annual re-examination.
- Update the list for interim re-examinations.
- Supply appropriate PHA staff with a copy of transfer lists and updates.
- Notify residents by letter of their pending transfers.
- Determine whether a vacancy is used for transfer or move-in based on priorities and established ratios and advise the Resident Services Coordinator.
- Coordinate actual transfers with the Resident Services Coordinator
- Maintain transfer logs and records for audit.
- Notify residents with pending transfers as their name approaches the top of the list.

- Counsel with residents experiencing problems with transfers, assisting hardship cases to find assistance.
- Participate in evaluation of requests 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. This notice will give the resident ten (10) working days to complete transfer.
- Process transfer documents to appropriate PHA staff.
- 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 abuse.

Only one offer of an apartment will be made to each resident being transferred within his own neighborhood. A resident being transferred outside his own neighborhood will be allowed to refuse one offer only. In the case of a family being transferred from a unit which is uninhabitable, incorrectly sized, or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the case of a transfer outside the neighborhood, will be grounds for termination of the lease. When a person who has requested a single-level apartment for approved medical reasons declines the offer of such an apartment, the Housing Authority is not obligated to make any subsequent offers. The Authority will notify the resident in such cases that the Authority has discharged its obligations to the resident, that he remains in the apartment at his own risk, and that the Authority assumes no liability for his condition.

RIGHT OF MANAGEMENT TO MAKE EXCEPTIONS

This policy is to be used as a guide to insure fair and impartial means of assigning units for transfer. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer. Management reserves the right to make exceptions to this policy as circumstances require, consistent with applicable regulations of the Department of Housing and Urban Development.

4.7 RESIDENT ORIENTATION

Eligible applicants selected for admission will be required to participate in an orientation program conducted by the Authority to acquaint new resident families with such items as: the policies, the lease agreement, maintenance procedures, services provided by the Authority, grievance procedures, resident rights, responsibilities, and obligations, and the operation of heating, cooling, and plumbing equipment in the units.

4.8 INCOME LIMITS

The income limits used by this Authority for admission to its sites are established by HUD. No minimum income limits are established. Appendix B sets out the current income limits.

Residents of the Authority are to be charged Tenant Rent in accordance with 24 CFR Part 913.

4.10 OTHER CHARGES

The Resident will be charged for special goods and services, and for the cost of all repairs or damages caused by carelessness, misuse, or neglect on the part of the resident or guest. Such charges will be for the actual cost of the materials and labor required.

4.11 OCCUPANCY STANDARDS

To avoid overcrowding and prevent wasted space, units are to be leased in accordance with the occupancy standards set forth below. However, in the event that there are units which cannot be filled with families of appropriate size and type after all possible efforts have been made to stimulate applications, eligible families of the most nearly appropriate size will be housed and will be moved to units of the proper size at the earliest possible date.

A. Dwellings shall generally be assigned as follows:

1. Generally two persons per bedroom.
2. Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults, will have separate bedrooms.
3. Husband and wife will share a bedroom.
4. Children of the same sex will share a bedroom.
5. Children, with the possible exception of infants (up to age 3), would not be required to share a bedroom with persons of different generations, including their parents.
6. Persons with verifiable medical needs or other extenuating circumstances may be provided a larger unit.
7. Nonelderly singles may not be assigned to a two-bedroom or larger unit.

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

B. In assigning families to public housing units, families will be allowed to occupy units of sufficient size so that persons of opposite sex (other than spouses), persons of different generations, and unrelated adults may have separate bedrooms. Where families are allowed to occupy units of sufficient size to enable persons in these categories to have

B. In assigning families to public housing units, families will be allowed to occupy units of sufficient size so that persons of opposite sex (other than spouses), persons of different generations, and unrelated adults may have separate bedrooms. Where families are allowed to occupy units of sufficient size to enable persons in these categories to have separate bedrooms, families may be allowed to choose whether to opt for the larger or smaller units at the time of application. Families may be placed on the Waiting List for both the larger and smaller units.

* For example, a household of three persons should not be required to live in a unit with less than two bedrooms but should be permitted to live in a unit with less than two bedrooms if the family so desires (HUD 7465.1, REV-2, Chapter 5). The Authority reserves the right to make a final determination of what constitutes a reasonable accommodation.

C. Unit assignments will not be made which result in or perpetuate patterns of occupancy which would be inconsistent with Title VI of the Civil Rights Act of 1964 or the Fair Housing Act.

4.12 SPECIAL REEXAMINATION

If at the time of admission a family's present condition of employment is too unstable to project the Adjusted Income into the subsequent twelve month period for the purpose of determining Total Tenant Payment, the Authority will schedule a special reexamination. This special reexamination will take place within 30, 60, or 90 days of admission, or at a date by which the Authority estimates that the family's circumstances will be stable. If at the time of such special reexamination it is still not possible to make a reasonable estimate of Adjusted Income, special reexaminations will continue to be scheduled until a reasonable estimate of the Adjusted Income can be made. Rents determined at special reexaminations shall be made effective the first of the second month following the final rent determinations. Until the final rent determination can be made, a family will pay rent based upon the existing Adjusted Income.

4.13 TEMPORARY RENTS

If it is not possible to obtain all verifications necessary to compute the rent by the admission date, a temporary Total Tenant Payment may be established based on data supplied by the resident family in its Application for Admission. The resident family will be notified by a "Temporary Rent Notice" that payments of Total Tenant Payment, based on this unverified report of anticipated income, are to be made pending establishment of Total Tenant Payment. The notice will make clear that when the final Total Tenant Payment is determined it will be effective from the established "Admission Date" and that the resident family will be charged for any balance due, or credited with any over payments, resulting from payment of the temporary Total Tenant Payment. Appropriate lease changes will be made for each Total Tenant Payment adjustment.

4.14 DWELLING LEASE

- A. The Authority shall utilize a lease that:
1. Does not contain unreasonable terms and conditions;
 2. Obligates the Authority to maintain the project in a decent, safe, and sanitary condition;
 3. Requires the Authority to give adequate written notice of termination of the lease which shall not be less than:
 - a. A reasonable time, in proportion to the danger of the situation in the case of Tenant creating or maintaining a threat to the health or safety of other tenants or Authority employée;
 - b. ~~Fourteen days in the case of nonpayment of rent; and~~
 - c. Thirty days in any other case; and
 4. Requires that the Authority may not terminate the tenancy except for serious or repeated violation of the terms or conditions of the lease or for other good cause.
- B. Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the Total Tenant Payment security deposit to be charged, the utility allowances, other charges under the lease, and the terms of occupancy. The lease shall be explained in detail to the applicant family before its execution. The lease shall be kept current at all times. Each adult member of the family accepted as a resident is required to execute the lease agreement prior to actual admission. One copy of the lease will be given to the family, and the original will be filed as part of the permanent records established for the family.
- C. If a resident family transfers to a different unit, the existing lease will be canceled. A new lease will be executed by each adult member of the family for the unit into which the family is to move.
- D. If any other change in a resident family's status results in the need to change or amend any provision of the lease, or if the Authority desires to waive a lease provision with respect to a resident family, (1) the existing lease is to be canceled and a new lease executed, or (2) an appropriate rider is to be prepared and executed by appropriate family members and Authority and made a part of the existing lease.
- E. Cancellation of a family's lease will be in accordance with the provisions of the lease.

F. The current Grievance Procedure is incorporated into the lease by reference. Resident families are entitled to utilize provisions of the Authority's Grievance Procedure to attempt settlement of disputes with the Authority.

4.15 MISREPRESENTATIONS ON APPLICATION FOR ADMISSION

If misrepresentations on Application for Admission result in housing an ineligible or unsuitable family, the family may be required to vacate even though currently eligible. If misrepresentations or failure to provide facts have resulted in payment of a lower Total Tenant Payment than should have been paid, the family will be required to pay the difference between the Total Tenant Payment paid and the amount which should have been paid. In justifiable cases, the Authority may take such other action as deemed reasonable.

FRAUD

Fraud is defined as:

"Any person who obtains or attempts to obtain or who establishes or attempts to establish eligibility for, and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for any public housing or a reduction in public housing rental charges or any rent subsidy or payment from a tenant in connection with public housing to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation, or other fraudulent scheme or device shall be guilty of a misdemeanor."

All Applications for Occupancy and Applications for Continued Occupancy for lower income Public Housing used by the Authority will contain a warning that falsification is against the law. Poster notices will also be displayed in the Central Eligibility Office of the Authority. All such notices will describe the maximum penalty for a misdemeanor in the State, including jail sentence and/or fine. In addition, the warning will be read and explained to housing applicants and tenants undergoing annual, special and interim re-examinations.

The Authority considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered. Specifically:

1. An applicant family who has misrepresented income, family circumstances, citizenship, or eligible immigration status may be declared ineligible for housing assistance.
2. If any examination of the tenant's file discloses that the tenant made any misrepresentation (at the time of admission or any previous re-examination date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the tenant may be required to vacate the apartment even though he/she may be currently eligible.

3. A tenant family who has made misrepresentation of income, family circumstances, citizenship, or eligible immigration status is subject to both termination and being declared ineligible for future housing assistance.

4. If it is found that the tenant's misrepresentations resulted in his/her paying a lower Tenant Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the tenant remains in occupancy, but failure to pay under terms established by the Authority shall always result in immediate termination of the lease. The Authority reserves the right to demand full payment within seven days.

5. The Authority shall report apparent cases of tenant or applicant fraud to the appropriate government agency. It shall be the policy of the Authority to press state and Federal authorities for prosecution of cases which, in the Authority's judgment, appear to constitute willful and deliberate misrepresentation.

5.0 CONTINUED OCCUPANCY

For continued assistance, each family member, regardless of age, must submit evidence of citizenship or eligible immigration status as given in 24 CFR § 912.5.

5.1 REEXAMINATION OF FAMILY INCOME AND COMPOSITION

A. Regular reexaminations. The Authority shall reexamine the income and composition of all resident families on March 1st of each year and determine whether the family's unit size is still appropriate. The family will complete an Application for Continued Occupancy when notified to do so by the PHA. Verifications, Consent Forms and Certifications will be obtained and determinations made in accordance with the approved PHA Rent Schedule and this Occupancy Policy. The family will be notified in writing 30 days prior to the effective date of reexamination of any changes in eligibility, rent or unit size and of any misrepresentation or any Lease violations revealed by the reexamination, and the corrective action to be taken. **The refusal of the resident to attend the scheduled annual reexamination or furnish the information required by the PHA in a timely manner is considered grounds for Lease termination. The resident agrees to comply with the PHA request for verifications by signing the release forms for third-party sources, presenting documents for review, or providing other suitable forms for verification.**

The same criteria of resident suitability that PHA uses for applicants, shall be used for evaluation a person joining a family already in occupancy, or a remaining member of the household, to determine if that person should be allowed to continue in occupancy. The PHA will make a determination as to whether or not the person meet the criteria prior to

adding the person name to the family's Lease or executing a new Lease with the remaining family member.

When the PHA determines the amount of Rent (Total Tenant Payment or Tenant Rent) payable by the resident (not including determination of PHA's Schedule of Utility Allowances for families) or determines that the resident must transfer to another unit based on family composition, or any lease violation revealed by the reexamination, the PHA shall notify the resident in writing of the new amount, the effective date of the change and/or transfer, and the correction action to be taken or the date of Lease termination. The Notice shall state that the resident may ask for an explanation of how the amount was computed by the PHA, or the determination made for change of unit size or breach of the Lease, stating the specific grounds for the determination by the PHA; and that if the resident does not agree with the determination, the resident shall have the right to request a hearing under the PHA's grievance procedure. If the resident asks for an explanation, the PHA shall respond within a reasonable time.

~~The Notice will be sent to the family at least 30 days before the effective date of the change as stated in the Notice.~~

If the family composition no longer conforms to the PHA's subsidy standards, the resident agrees to transfer to an appropriate size unit upon proper notice by the PHA that such unit is available. Failure to transfer to the correct unit size is grounds for termination of the lease by the PHA.

After consultation with the family and upon verification of the information, the Authority shall make appropriate adjustments in Tenant Rent and Total Tenant Payment in accordance with § 2.30 and § 2.31. If it is not possible to obtain all verifications necessary to complete a reexamination by the anniversary date, a temporary rent will be established based on data supplied by the family. The family will be notified that payments based on this unverified report of anticipated income are to be made pending establishment of final rent. The notice will make clear that when the final rent is determined it will be effective from the reexamination anniversary date, and that the family will be charged for any balance due, or credited with any overpayment. Appropriate lease changes will be made for each adjustment. All family members over 18 years of age are required to sign the EIV certification page.

B. Special Reexaminations. If at the time of annual reexamination a family's present condition of employment is too unstable to project the Adjusted Income for the upcoming twelve month period for the purpose of determining Total Tenant Payment, special reexaminations will be scheduled on a 30-day basis. These specific reexaminations will take place until the family's circumstances have stabilized.

C. Interim Reexaminations. The family must comply with provisions in its lease regarding interim reporting of changes in income. If the Authority receives information concerning a change in the family's income or other circumstances between regularly scheduled reexaminations, the Authority must consult with the family and make any adjustments determined to be appropriate. Any change in the family's income or other

circumstances that result in adjustment in Tenant Rent or Total Tenant Payment must be verified.

Residents must report any and all changes in total family income and/or composition within ten (10) days after the changes are incurred, and the resident's rent will be adjusted accordingly. **It is the resident's responsibility to report both decreases and increased in family income and/or composition.** Failure to report changes in family income or composition may be considered as a misrepresentation of facts and subject to eviction. Resident(s) who have disputes with the PHA's interim policy or results of an interim adjustment have the right to an informal hearing.

If it is determined that the resident did not report accurately and on a timely basis so that the resident is paying less rent than should have been charged, an increase in rent shall be made retroactively to the date that the increase would have taken effect. Furthermore, the resident may be required to vacate. The resident will be required to pay within 90 days the difference between the rent paid and the amount that should have been paid.

If the PHA determines that the size of the unit is no longer appropriate to the resident's needs, the PHA may amend this Lease by Notice to the resident that the resident will be required to move to another unit, giving the resident reasonable time in which to move. In this case, a new Lease will be executed.

5.2 TREATMENT OF INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

- A. **Reduction in welfare assistance.** The PHA must not reduce the annual income of a family residing in public house because of a reduction in the family's welfare assistance specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activity requirement. A reduction in welfare assistance is not to be treated as failure to participate in an economic self-sufficiency program or to satisfy a work activities requirement if the reduction results from:
1. The expiration of a lifetime limit on receiving benefits;
 2. When a family has sought but cannot find employment; or
 3. The family has complied with welfare program requirements but loses welfare because of a durational time limit such as a cap on welfare benefits for a period of no more than two years in a five year period.
- B. **Verification.** When a family requests a rent reduction based on a reduction in family income from welfare, the PHA must obtain written verification from the welfare agency of the basis for the reduction. If the reduction is specifically the result of the family's failure to participate in an economic self-sufficiency program or comply with work activities requirements or fraud by the family, the PHA must not reduce the family's rent.

- C. **Requests for Hardship** are ineligible if they are due to reduced welfare assistance resulting from Fraud, Failure to participate in Economic Self-Sufficiency Program, or Failure to comply with work activities requirement.
- D. **Notification to Families.** The PHA must notify families who are adversely affected by the requirements of the section that they have the right to review through the PHA's grievance procedure without paying a deposit in escrow.
- E. **Minimum Rent.** A family must pay at least a minimum rent established by the PHA of \$50.00. The minimum rent includes tenant rent plus any utility allowance. The PHA will grant an exemption from payment of this minimum rent if the family is unable to pay that rent as a result of financial hardship as described herein.
- F. **Hardship Exemption.** The PHA has established a minimum rent of \$50.00 for residents. In situations where paying this minimum rent results in hardship circumstances for the resident, the following statutory minimum rent hardship exemption policies have been established;

1. If a family paying the minimum rent of \$50.00 requests a hardship exemption, the minimum rent requirement is immediately suspended beginning the month following the hardship request, until a determination is made that there is a hardship, as covered by the statute, and the hardship is either temporary or long term.

2. If the PHA determines that there is a qualifying hardship, but that it is temporary, the PHA will reinstate the minimum rent from the time of suspension. Although the PHA cannot evict the family for nonpayment of the amount of minimum rent in excess of tenant rent otherwise payable during the 90-day period beginning on the date the family requested an exemption.

5.3 RESTRICTION ON EVICTION OF FAMILIES BASED UPON INCOME

The Authority shall not commence eviction proceedings, or refuse to renew a lease, based on the income of the resident family unless: (a) it has identified, for possible rental by the family, a unit of decent, safe, and sanitary housing of suitable size available at a rent not exceeding the Tenant Rent as defined and calculated in accordance with § 2.30, or (b) it is required to do so by local law.

5.4 MISREPRESENTATION AT ANNUAL REEXAMINATION

If the reexamination discloses that the family at time of admission, or at any previous reexamination, made misrepresentations that resulted in the family's being classified as eligible when, in fact, ineligible, the family may be required to vacate even though currently eligible. Furthermore, if at the time of reexamination it is found that the misrepresentations or failure to provide facts resulted in a lower rent being charged, the

family will be required to pay the difference between the rent paid and the amount that should have been paid. In justifiable cases, this Authority may take such other action as deemed reasonable. If the Authority is unable to complete the annual reexamination because of the fault of the family, the effective date of any change will be the reexamination anniversary date.

If, by no fault of the family, the Authority is unable to complete its annual reexamination, the effective date of any increase in Total Tenant Payment will be the first of the second month following completion of the reexamination; the effective date of any decrease in Total Tenant Payment will remain the reexamination anniversary date, and the Family will be given the appropriate Total Tenant Payment credits for overpayment.

5.5 COLLECTIONS

A. Resident Rent Charges

Rent is due and payable in advance without notice at the office of the Authority on the first day of each month. The Authority shall impose a late charge of \$10.00 plus \$2.00 a day if not received by or on the fifth (5th) day of the month. Consideration will be given to approving deferred payment of rent in cases of documented medical emergencies only. If the tenant fails to make payment by the sixth day of the month and the Authority has not approved deferred payment, the Authority shall give the Tenant fourteen (14) days notice in writing that the Lease has been terminated upon failure to pay rent and the Tenant will be required to move. The PHA has authority to extend rent days in cases of the 5th day being on the weekend or on a holiday and the office is closed.

If there is good reason for an extension of time to pay the delinquent rent, the Authority may enter into an agreement with the resident. Such agreement will be in writing, signed by both parties, and require the resident to make future rent payments in full. The agreement will specify the due dates and dollar amounts of periodic payments to be made toward settlement of the past due balance. Cash payments of rent are at the discretion of the Executive Director.

Failure to reach an agreement, or failure of the resident to abide by the terms of the agreement, will result in a 14 day notice of lease cancellation to the resident in writing. If the resident contacts the Authority within the 14 day notice period and pays the past due balance in full, the notice of lease cancellation will be rescinded in writing. If the resident does not contact the Authority during the 14 day notice period and does not pay the past due balance in full, the Authority may file for eviction. Once the eviction has been filed, no payments on past due or current rent will be accepted from the resident until the case is settled. All terminations shall be processed in accordance with the requirements of the lease, State law, and Federal regulations.

B. Other Charges

Charges other than rent, such as excess utility usage and resident caused damages, shall not become due and collectable until the first day of the second month following the month during which the charge is incurred. If not paid by the sixth day of the month, a 10 day notice is sent. If no response, a 30 day notice of lease termination is mailed or delivered.

C. Demand Notices

Immediately after the expiration of the lease termination notice, management will issue a demand notice. No payments will be accepted after the demand notice is issued, except from tenants who have an approved request for late payment or complete a rent counseling, provided the rent counseling is completed prior to the issuance of a dispossessory warrant.

D. Vacated Tenants with Balances

Vacated tenants will have seven (7) days from the date of the statement of Refund of Security Deposit and Unearned Rent to pay the account or make arrangements for payment. Accounts will be reported to the Credit Bureau and collection action will be taken after the expiration of this time period.

E. Abandonment

At any time during the term of this Agreement, the Tenant abandons the premises or any part thereof, the Hot Springs Housing Authority may obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. To determine abandonment, the Authority must suspect such and obtain written statements from other tenants and witnesses that the Tenant has not been seen in over fourteen (14) days and all reasonable efforts have been made and documented to contact the Tenant. At the time of repossession, the Tenants lease will be terminated by written notice of such. If the Authority's right of reentry is exercised following abandonment of the Premises by Tenant, then the Authority shall consider any personal property belonging to the tenant and left on the Premises to also have been abandoned, in which case the Authority may dispose of all such personal property in thirty (30) days, in any manner the Authority shall deem proper and is hereby relieved of all liability for doing so.

5.6 OCCUPANCY BY POLICE OFFICERS

For the purpose of increasing security for the residents of the public housing development, the PHA may allow police officers, who would not otherwise be eligible for public housing, to reside in a public housing unit. The PHA will include in its Annual Plan the number, location of the units to be occupied by police officers, and the terms and conditions of their tenancies. A Police Officer is determined by the PHA to be, during

the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify.

5.7 TRESPASS AND BAN POLICY

It is the policy of the PHA that unauthorized persons may not congregate on, enter on or remain on PHA premises WITHOUT THE CONSENT OF THE PHA. Violators will be considered trespassers and will be prosecuted to the full extent of the law. A Notice to this effect will be posted in all developments owned by the PHA, and signs erected stating that "THE DEVELOPMENT IS PHA PROPERTY".

Parking is for tenants and authorized guests only. The PHA reserves the right to issue parking permits. All vehicles must have a current tag. No flat tires or inoperable vehicles allowed.

All duly sworn law enforcement officers having jurisdiction to enforce the laws of the State of North Carolina and ordinances of Madison County, are given authorization by the PHA to implement this Policy and to arrest and prosecute such persons for second degree trespass under and pursuant to Section 14.1159.13 of the General Statutes of North Carolina without further consent of the PHA.

If a resident is charged with any illegal drug activity whether on or off premises, their Lease will be terminated and the individual banned from premises maintained by the PHA. Any guest or visitor charged with illegal drug activity shall be banned immediately. The banned person will be notified in writing. Prosecution for trespassing will be sought should a banned person return to the premises after being forbidden to do so. A complete list of persons banned from the PHA premises shall be maintained by the PHA and the police. Additionally, a list shall be posted in the management office for review by residents.

5.8 INSPECTIONS

- A. The dwelling unit and premises shall be inspected jointly by the applicant or resident and Authority staff. Both parties will agree on the condition of the unit by signing an inspection check sheet. The original check sheet will be kept by the Authority, and a copy will be given to the resident.
- B. The inspection will serve as a guide in the determination of needed maintenance or repairs and to assess damage over and above normal wear and tear. Failure to maintain a safe, decent, and sanitary dwelling unit and premises may result in lease termination.
- C. Inspections shall be made:
 - 1. During move-in prior to occupancy;

2. Periodically, at the PHA's discretion (but not less than annually). Follow up inspections will be scheduled within seven days if housekeeping practices or other circumstances require. Appropriate notice to the resident shall be given prior to any inspection which shall be in accordance with the lease; and
3. At move out. Inspection should be done with resident, unless the resident has previously vacated the unit and is unavailable. In the latter case, the Authority staff will conduct an independent inspection.

6.0 SECURITY DEPOSITS

Each family is required to pay a security deposit in an amount determined by the Authority. Payments must be made prior to occupancy, unless arrangements are made otherwise. The security deposit will be returned to the resident within 30 days after move out if the following conditions are met:

- A. There is no unpaid rent and charges for which the resident is liable under the lease or as a result of breaching the lease;
- B. The unit and all equipment are left clear, and all trash and debris have been removed by the family;
- C. There is no breakage or damage beyond that expected from normal wear and tear;
- D. All keys issued to the family are turned in to the Authority office when the family vacates the unit;
- E. A fourteen (14) day notice is given before move-out; and
- F. The resident has left a forwarding address.

The security deposit may not be used to pay charges during occupancy. The amount of security deposit required is \$250.00.

The refund of the security deposit will not be made until after the resident has vacated and the unit has been inspected by the PHA. The PHA will use the security deposit at the termination of the Lease to pay the cost of rent or other charges owed by the tenant, or to reimburse the PHA for repair costs beyond normal wear and use and from intentional or negligent damages to the unit caused by the tenant, household members and guests. The PHA will furnish the tenant with a written statement of any charges deducted from the security deposit.

The PHA will 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.

In meeting the De-Concentration and Income-Mixing requirements, the PHA will use incentives to attract needed applicants. Such incentives may be a reduction in the amount of security deposit charged, or waiver of the entire security deposit. These and other incentives may attract applicants whose incomes would afford the PHA the opportunity to meet its goals.

7.0 COMPLAINTS OF DISCRIMINATION

A Fair Housing and Equal Opportunity poster containing information on filing complaints with HUD by those persons believing themselves to be subjects of discrimination will be posted conspicuously in project office(s) for public information and inspection.

8.0 LEASE TERMINATION

~~The PHA may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (1) (2)], and the terms of the lease. This Chapter describes the PHA's policies for notification of lease termination and provisions of the lease.~~

A. TERMINATION BY TENANT

The tenant may terminate the lease by providing the PHA with a written 14 day advance notice as defined in the lease agreement.

B. TERMINATION BY PHA

Termination of tenancy will be in accordance with the PHA's lease.

The lease may be terminated by the PHA at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent;

Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Re-certifications;

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;

Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purposes;

Failure to abide by necessary and reasonable rules made by the PHA for the benefit and well being of the housing project and the Tenants;

Failure to abide by applicable building and housing codes materially affecting health or safety;

Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, in a safe manner;

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or

The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or off public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C.802)).

If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest, the PHA will be notified by the County Attorney's Office that it is to bring an unlawful detainer action against that Tenant. The PHA will then commence unlawful detainer procedures to terminate the Lease.

Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Non-compliance with Non-Citizen Rule requirements.

Other good cause.

C. NOTIFICATION REQUIREMENTS

The PHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Chapter on Complaints, Grievances and Hearings.)

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household or sent by first class mail properly addressed to tenant return receipt requested.

The return of the certified mail receipt, whether signed or unsigned, shall be considered to be proof that the resident received proper notification.

Timing of the Notice

If the PHA terminates the lease, written notice will be given as follows:

1. At least 14 calendar days prior to termination in the case of failure to pay rent;
2. A reasonable time, defined in the lease, considering the seriousness of the situation when the health or safety of other residents or PHA employees is threatened;
3. At least thirty days prior to termination in all other cases.

The PHA shall notify the Post Office that mail should no longer be delivered to the ~~person who was evicted for criminal activity, including drug-related criminal activity.~~

Criminal Activity

The PHA will immediately and permanently terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law "premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The PHA will terminate assistance of participants in cases where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

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

"Engaged in or engaging in or recent history of "drug related criminal activity means any act within the past 5 years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past 5 years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the PHA,

which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests. The PHA will not waive this policy.

D. RECORD KEEPING

A written record of every termination and/or eviction shall be maintained by the PHA at the Authority's office and shall contain the following information:

Name of resident, number and identification of unit occupied;

Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;

Specific reason(s) for the Notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail (other than the Criminal History Report);

Date and method of notifying the resident;

Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

Records for persons whose leases were terminated for any reason will be kept by the PHA indefinitely.

9.0 PET POLICY

A copy of the Housing Authority's Pet Policy is available at the main office.

10.0 COMMUNITY SERVICE AND SELF-SUFFICIENCY REQUIREMENTS

A. PARTICIPATION. Except for residents exempted below, each adult resident of a public housing development shall:

1. Contribute 8 hours per month of community service not including political activities), or
2. participate in an economic self-sufficiency program for 8 hours per month.

B. EFFECTIVE DATE OF PARTICIPATION. This requirement is effective for all nonexempt residents following execution of a lease, containing these provisions, by the family head of household, and continues in effect as determined at annual re-exams.

C. PHA OBLIGATIONS.

1. The PHA will develop a local policy outlining the administration of the community service and economic self-sufficiency program. The Authority will provide written notification of the provisions of this policy requirement to all residents. The notice will describe the requirements that identify who is exempt and how exemption will be verified. The notice will state when the requirement is effective, as well as, the obligations and responsibilities of adult family members, and the consequences of non-compliance.
2. The PHA will determine for each public housing family which family members are subject to or exempt from the community service and self-sufficiency requirement and approve the resident's planed activities to fulfill the requirement.
3. The PHA will review and determine the compliance of residents with the requirement at least 30 days before the lease term expires; and determine any changes to each adult family member's exempt or nonexempt status.
4. The PHA will retain reasonable documentation of community service participation or exemption in participant files.
5. The PHA will assure that civil rights requirements will be followed.

D. DETERMINING RESIDENT NONCOMPLIANCE. If the PHA determines that a resident who is not an exempt individual has not complies with the community service requirement, the PHA will notify the resident:

1. Of the noncompliance;
2. That the determination is subject to the PHA's administrative grievance procedure;
3. That unless the resident enters into an agreement with a qualified agency, the lease of the family of which the noncompliant adult is a member may not be renewed. However, if the noncompliant adult moves from the unit, the lease may be renewed.
4. That before the expiration of the lease term, the PHA must offer the resident an opportunity to cure the noncompliance during the next twelve month period; such a cure includes a written agreement by the noncompliant adult to complete as many additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the 12 month term of the lease.

E. PROHIBITION AGAINST REPLACEMENT OF EMPLOYEES. In implementing the community service requirement, the PHA will not substitute community service for work ordinarily performed by public housing employees or replace a job at any location where community work requirements are performed.

F. EXEMPT INDIVIDUALS:

1. 62 years or older
2. Is a person with vision impairment or other person with disabilities, as defined under the Social Security Act (42 U.S.C. 416i (l) 1382c), and who is unable to comply with the requirements of this section, or is a primary caretaker of such individual;
3. Is engaged in a work activity at least 15 hours per week as defined under section 407(d) of the Social Security Act.(42 U.S.C. 507(d), ~~as in effect on and after July 1, 1997).~~
4. Meets the requirements for being exempted from having to engage in a work activity under the State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq) or under any other welfare program of the State in which the PHA is located, including a State administered welfare to work program; or
5. Is in a family receiving assistance under s State program funded under Part A of Title IV of the Social Security Act (42 U.S. C. 601 et seq.) Or under any other welfare program of the State of North Carolina, including a State-administered welfare to work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

G. COMMUNITY SERVICE. Community Service is the performance of voluntary work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community in which the resident resides. Political activity is excluded.

H. ECONOMIC SELF-SUFFICIENCY PROGRAM. Any program designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, employment training, work placement, basic skills training, education, English proficiency, work fare, financial, or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

11.0 MISSED APPOINTMENTS

- A. An applicant or resident who fails to keep an appointment without notifying the PHA and without rescheduling the appointment shall be sent a notice of termination of the applicable process, such as, failure to supply such certification, release of information, or documentation, as the PHA or HUD determines to be necessary; or failure to allow the PHA to inspect the unit at reasonable times after reasonable notice, if applicable. Examples include:
1. Completion of application
 2. Submission of verification information
 3. Orientation sessions
 4. Leasing Execution
 5. Inspection
 6. Reexamination
 7. Interim Redetermination
 8. Move-in Appointments
 9. Other appointments to furnish documentation as listed herein
- B. The family may be given two appointments for most of the functions listed above. If the family does not appear or call to reschedule the required appointment(s), the PHA may begin termination procedures. The applicant or resident will be given an opportunity for an informal meeting or hearing, as appropriate, pursuant to the grievance process.
- C. If an applicant states that they did not receive a letter mailed by the PHA that requested the applicant to provide information or to attend an interview, the PHA will determine whether the letter was returned to the PHA. If the letter was not returned to the PHA, it will be assumed that the family received the letter.
- D. If the letter was returned to the PHA 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.
- E. Applicants must notify the PHA in writing if their address changes during the application process.

12.0 SEX OFFENDERS:

Applicants who are subject to a lifetime registration requirement under a State sex offender registration program will be denied admission to the PHA housing. The PHA will obtain the sex offender criminal history for applicants residing in Madison County from State or local agencies. Applicants residing outside of Madison County or who have resided in Madison County for less than one (1) year will be required to furnish the PHA a current, original sex offender criminal history report from the county in which they reside or resided last.

13.0 BANNED PERSONS

If a resident is charged with any illegal drug activity whether on or off premises, their Lease will be terminated and the individual banned from premises maintained by the PHA. Any guest or visitor charged with illegal drug activity shall be banned immediately. The banned person will be notified in writing. Prosecution for trespassing will be sought should a banned person return to the premises after being forbidden to do so. A complete list of persons banned from the PHA premises shall be maintained by the PHA and the police. Additionally, a list shall be posted in the management office for review by residents.

14.0 CONFLICT WITH FEDERAL STATUTE, REGULATION, OR HUD POLICY

This Policy is to be interpreted in accordance with Federal statutes and regulations and in compliance with HUD policy, and any conflict between this policy and Federal statutes, regulations, or HUD Handbook provisions, will be resolved in favor of Federal law and policy.

15.0 LOCAL PHA REGULATIONS

No mini-bikes or skate boarding are permitted on any PHA owned or operated properties. Any and all motorcycles are to be kept in the PHA parking lots. None are permitted to be kept on the lawn areas.

One (1) window air conditioner is permitted, if permission is granted by the PHA. If the PHA installs such a unit a cost of \$20 will be assessed unless the resident is considered elderly or disabled.

Residents are prohibited from planting vegetation in the yards adjacent to their apartment or anywhere else throughout the developments.

Satellites are permitted with approval from the Executive Director and correct installation must be followed per Satellite Installation Policy.

Board Res. 2013-05/24-04 Grill Policy + Pool Policy
2013-05/24-05

Hot Springs Housing Authority
50 Walnut St., PO Box 296
Hot Springs, NC 28743
828-622-3237
828-622-7111(Fax)

RESOLUTION: 2013:05/24-05

POOL POLICY

THE HOT SPRINGS HOUSING AUTHORITY DOES NOT ALLOW POOLS. WADING POOLS ARE ACCEPTABLE WITH PERMISSION FROM THE EXECUTIVE DIRECTOR. WADING POOLS MUST BE ABLE TO FIT ON THE BACK PORCH AREA AND MUST NEVER BE LEFT UNATTENDED AT ANY TIME. WATER MUST BE EMPTIED DAILY AND THE POOLS STORED UPRIGHT. NO WATER MAY BE LEFT IN A POOL THAT IS UNATTENDED. ALL TENANTS MUST FILL OUT AN INFORMATION SHEET AND SIGN THAT THEY UNDERSTAND THE POOL POLICY. THE HSHA IS NOT RESPONSIBLE FOR WATER OVERAGE BILLS OR DAMAGE TO THE PROPERTY. TENANTS WILL BE CHARGED ACCORDINGLY FOR BOTH. VIOLATION OF SAID POLICY WILL RESULT IN LEASE VIOLATIONS.

Sue Collins
SUE COLLINS
BOARD CHAIRPERSON

Jeanne Caldwell
Jeanne Caldwell
Executive Director

Hot Springs Housing Authority
50 Walnut St., PO Box 296
Hot Springs, NC 28743
828-622-3237
828-622-7111(Fax)

Resolution: 2013:05/24-04

Grill Policy

As of June 1, 2013, all tenants are being notified that they may only have a gas grill which must be stored on their back porch (FBC Apts) or near their back door area (Baker Apts). When grilling, tenants must pull the grill into the grass area at least 10 feet from the building to avoid a fire. Once cooled down, the grill must be placed back on the porch or near back door area and not left in yard. Extra gas tanks are prohibited and all gas tanks may not be stored in the apartment at any time.

Jeanne Caldwell

Jeanne Caldwell
Executive Director

Aue Collins
Board Chairperson