

**Admissions
-and-
Continued Occupancy
Policy**

**Lexington Housing Authority
Revised April 15, 2013**

Admissions and Continued Occupancy Policy

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ADMISSIONS AND CONTINUED OCCPANCY POLICY

This Admissions and Continued Occupancy policy defines the Lexington Housing Authority's policies for the operation for the Public Housing program, incorporating federal, state and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 FAIR HOUSING

It is the policy of the Lexington Housing Authority to fully comply with all federal, state and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Lexington Housing Authority shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status or disability be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under the Lexington housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Lexington Housing Authority will provide federal/state/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application and all applicable Fair Housing Information and Discrimination complaint Forms will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Lexington Housing Authority office.

The Lexington Housing Authority will assist any family that believes they have suffered illegal discrimination by providing copies of the appropriate housing discrimination forms. The Lexington Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMODATION

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

2.1 COMMUNICATION

Anyone requesting an application will also receive a "Request for a Reasonable Accommodation" form.

Notifications of reexamination, inspection, appointment or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

- A. Is the requestor a person with disabilities? For this purpose the definition of a person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodations being requested is a disability other than the apparent disability. If the disability is not apparent or

documented, the Lexington Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to these questions is yes. If it is not apparent, the Lexington Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Lexington Housing authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
 - 1. Would the accommodation constitute a fundamental alteration? The Lexington Housing Authority's business is housing. If the request would alter the fundamental business that the Lexington housing authority conducts, that would not be reasonable. For instance, the Lexington Housing Authority does grocery shopping for a person with disabilities.
 - 2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Lexington Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the Lexington Housing authority retains the right to be shown how the requested accommodation enables the individual to access or use the Lexington Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Lexington Housing Authority's programs and services, the Lexington housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including request for physical modifications, will be borne by the Lexington Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification,

the Lexington housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Lexington Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The Lexington Housing Authority will make every effort to have access to people who speak languages other than English in order to assist people with Limited English Proficiency (LEP).

4.0 FAMILY OUTREACH

The Lexington Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media and by other suitable means.

To reach people who cannot or do not read the newspapers; the Lexington Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Lexington Housing Authority will also try to utilize public service announcements.

The Lexington Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

5.0 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

6.0 REQUIRED POSTINGS

In each of its offices, the Lexington Housing Authority will post, in a conspicuous place at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project office, office hours, telephone numbers, TDD numbers and resident Facilities and operation hours
- D. Income Limits for Admission
- E. Utility Allowance Schedule
- F. Current Schedule of routine Maintenance Charges
- G. Dwelling Lease
- H. Grievance Procedure
- I. Fair Housing Poster
- J. Equal Opportunity in Employment Poster
- K. Any current Lexington Housing Authority Notices

7.0 TAKING APPLICATIONS

Families wishing to apply for Public housing Program will be required to complete an application for housing assistance.

Applications are taken to compile a waiting list. If there is a high demand for housing in the Lexington Housing Authority jurisdiction, the Lexington Housing authority reserves the right to close the waiting list following the mandated procedure.

Completed applications will be accepted for all applicants and the Lexington Housing Authority will verify the information.

Applications may be made in person at the Lexington Housing Authority Central Office, 1 Jamaica Drive, Lexington, NC on Tuesdays only from 9:00 a.m. to 12:00 p.m. Applications will be mailed to interested families upon request as a reasonable accommodation.

The completed application will be dated and time stamped upon its return to the Lexington Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Lexington housing Authority to make special arrangements.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

The applicant may at any time report changes in their applicant status including changes in family composition, income or preference factors. The Lexington Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes may be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Lexington Housing Authority will ensure that verification of all eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Lexington Housing Authority screening criteria in order to be admitted to public housing.

8.2 ELIGIBILITY CRITERIA

- A. Family status – All families must have a Head of Household or Co-Head of Household.
1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together for current 24 months in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining the income limit.
 2. An **elderly family**, which is:
 - a. A family whose head, spouse or sole member is a person who is at least 50 years of age but below the age of 62;

- b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
- a. A family whose head, spouse or sole member is a person who is at least 50 years of age but below 62;
 - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
- a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more person with disabilities living with one or more live-in aides.
5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
6. A **remaining member of a tenant family** is a family member of an assisted family who remains in the unit when other family members have left the unit. Lexington Housing Authority will approve a temporary guardian to move into the unit after the individual has been screened for suitability for the program. Lexington Housing Authority will work with the Department of Social Services as necessary.
7. A **single person** who is not an elderly or displaced person, a person with disabilities or the remaining member of a tenant family.

B. Income Eligibility

1. To be eligible for admission to developments or scattered-site units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.
 2. Income limits apply only at admission and are not applicable for continued occupancy.
 3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Lexington Housing Authority.
 4. If the Lexington Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
 5. Income limit restrictions do not apply to families transferring within our Public Housing Program.
 6. The Lexington Housing Authority may allow police officers that would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.
- C. Citizenship/Eligibility Status
1. To be eligible member of the family must be a citizen, national or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C 1436a(a)) or a citizen of the Republic of Marshall Island, the Federated States of Micronesia or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States Citizen or national resident within Guam.
 2. Family Eligibility for Assistance

- a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
- b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.5 for calculating rents under the non-citizen rule).
- c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, each member of the family must provide a complete and accurate Social Security number unless they do not contend eligible immigration status. New family members must provide this verification before being added to the lease.

Participants aged 62 or older as of January 31, 2012 whose initial eligibility determination was begun before January 31, 2010 are exempt from the required disclosure of their social security number. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the social security number is the original social security card. If the card is not available, Lexington Housing Authority will accept an original document issued by a federal or state government agency, which contains the name of the individual and the social security number of the individual, along with other identifying information of the individual or such other evidence of the social security number as HUD may prescribe in administrative instructions.

If a member of an applicant family indicates they have a social security number, but cannot readily verify it, the family cannot be assisted until verification is provided. If the social security number of each household member cannot be provided to Lexington Housing, the family shall lose its place on the waiting list and drop to the bottom of the list.

If an individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

E. Signing Consent Forms

1. In to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD or the Lexington Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
 - b. A provision authorizing HUD or the Lexington Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility or level of benefits; and
 - c. A Provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
 - d. A statement that the authorization to release the information requested by the consent from expires 15 months after the date the consent form is signed; and
 - e. A statement that the authorization to release the information requested by consent form expires 15 months after the date the consent form is signed.

8.3 SUITABILITY

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Lexington Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Lexington Housing Authority employees or other people residing in the immediate vicinity of property. Otherwise eligible families will be denied admission if they fail to meet suitability criteria.
- B. The Lexington Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent;
 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety or welfare of other tenants;
 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety or well being of other tenants or staff or cause damage to the property;
 4. History of disturbing neighbors or destruction of property;
 5. Having committed fraud in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
 6. History of abusing alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment by others.
 7. Misrepresentation of any information related to eligibility, including income, allowances, family composition or rent.
- C. The Lexington Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Lexington Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse and all adult family members;
 2. A rental history check of all adult family members;
 3. A criminal background check on all adult household members including live-in aides. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Lexington Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);

4. A check of the state's lifetime sex offender registration program for each adult household member including live-in aides. No individual registered with this program will be admitted to public housing.

8.4 GROUNDINGS FOR DENIAL

The Lexington Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their household in a decent and safe condition where such habits could adversely affect the health, safety or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity, engage in abuse or pattern of abuse of alcohol that would adversely affect the health, safety or well being of other tenants or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;

- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution or possession with the intent to manufacture, sell distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health and safety or right to peaceful enjoyment of the premises by other residents. The Lexington Housing Authority may waive this requirement if;
 - 1. The person demonstrates to the Lexington Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
 - 3. Has otherwise been rehabilitated successfully; or
 - 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Lexington Housing Authority staff or residents;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. **Denied or Life:** Has a registration under a state sex offender registration program;
- R. Any household member (s) having been evicted from a federally assisted housing program for drug-related criminal activity will be denied assistance for three (3) years from the date of the eviction. The Housing Authority may admit the household if it determines that the circumstances leading to eviction no longer exist (he member died, is imprisoned or will not be a member of the household and will not visit the household and will not visit the household member on the property of the Authority).

- S. Currently engaging in illegal use of a drug or has engaged in an illegal use of a drug. Illegal use of a drug occurred recently enough as to justify a reasonable belief that this is continuing illegal drug use by a household member(s). *The reasonable time being the last twelve (12) months.*
- T. Before the Lexington Housing Authority denies admission based on a household member(s)'s criminal record, the Housing Authority will submit to the head of household the following information:
 - 1. Notice of the proposed action to denied admission;
 - 2. Send a copy of the criminal record reflecting the charges against the person(s);
 - 3. State that the applicant has fourteen (14) calendar days to dispute

Violence Against Women: No applicant for public housing who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified and can provide certification per Lexington Housing Authority's Violence against Women policy.

8.5 INFORMAL REVIEW

- A. If the Lexington Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Lexington Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 14 calendar days of the denial. The Lexington Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Lexington Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Lexington Housing Authority's decision. The Lexington Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The applicant family may request that the Lexington Housing Authority provide for an informal review after the family has notification of the USCIS decision on appeal, or in lieu of request of appeal to the USCIS. The applicant family must make this request

within 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar days of receipt of the USCIS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or of the USCIS appeal decision to request the review.

9.0 MANAGING THE WAITING LIST

9.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public housing notice will state where, when and how to apply. The notice will be published in a local newspaper of general circulation and also by any minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

The Lexington Housing Authority will give public notice before closing the waiting list. The Lexington Housing Authority may close the entire waiting list and only accept applications from families meeting specified criteria.

9.2 ORGANIZATION OF THE WAITING LIST

The project based/community wide waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size and order of date and time of applications; and
- C. Any contacts between the Lexington Housing Authority and the applicant will be documented in the applicant file.

9.3 FAMILIES' VERIFICATION PROCESS

When a family appears to be eligible for a unit, the family will be invited to an interview and the verification process will begin.

Once the criminal record check for the family has been verified, the family will complete a full application, present Social Security number information, citizenship/eligible immigrant information and sign the Consent for Release of Information forms.

9.4 PURGING THE WAITING LIST

The Lexington Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Lexington Housing Authority has current information, i.e. applicant's address, family composition and income category. Applicants will also be given the opportunity to update their HUD form 92006 if applicable and if they desire.

9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Lexington Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program; or
- D. The applicant is housed.

9.6 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with the Lexington Housing Authority will be sent a notice of termination of the process for eligibility.

The Lexington Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Lexington Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

9.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant, whose name is being removed from the waiting list, will be notified by the Lexington Housing Authority in writing that they have fourteen (14) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The Lexington Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability and that the disability caused the failure to respond and will provide reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 TENANT SELECTION

The Lexington Housing Authority will select families from the community wide/ project based waiting list based on the bedroom size category.

10.2 PREFERENCES

The Lexington Housing Authority will select from the project based waiting list according to the following priorities:

- A. Current residents of Projects NC03900001 and NC03900002 will have first priority to occupy project based units.*
- B. Applicants on the previous community wide waiting list will have second priority to occupy project based units.*

10.3 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or over-Housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the Lexington Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex will share a bedroom.
- B. Children of the opposite sex, both under the age of three (3) may share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster adults and /or foster children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines. A family may request a smaller unit size than the guidelines allow. The Lexington Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for one year or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines. A family may request a larger size than the guidelines allow. The Lexington Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.

- C. If there are no families on the waiting list for a larger unit, smaller families may be housed if they sign a release stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given appropriate notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

10.4 SELECTION FROM THE WAITING LIST

The Lexington Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the are median income. To ensure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list, we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

10.5 DECONCENTRATION POLICY

It is Lexington Housing Authority's Policy to provide for de-concentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Lexington Housing Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and de-concentration incentives to implement.

10.6 DECONCENTRATION INCENTIVES

The Lexington Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the de-concentration goals of a particular development.

Various incentives may be used at different times or under conditions but will always be provided in a consistent and nondiscriminatory manner.

10.7 OFFER OF A UNIT

When the Lexington Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the de-concentration goal and/or the income targeting goal.

The Lexington Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the Lexington Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit. This verbal offer and the family's decision must be documented in the tenant file. The family will be given twenty-four (24) hours to make a decision. If the family rejects the offer of the unit, the Lexington Housing Authority will document the offer and the rejection in the resident file.

10.8 REJECTION OF UNIT

If the family rejects a unit the family will be placed at the bottom of the waiting list and the application date and time will be changed to the date and time of the rejection. If the family rejects for good cause, they will retain their place on the waiting list. Good cause includes reasons related to proximity to work and childcare.

10.9 ACCEPTANCE OF UNIT

The family will be required to sign a lease.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and attend the orientation briefing. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Lexington Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing. The amount of security deposit charged is the greater of \$150.00 or one month's rent, up to a maximum of \$200.00. The amount of security will remain the same unless his security deposit policy is changed by a board resolution.

In exceptional situations, the Lexington Housing Authority reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. One third shall be paid in advance, one-third with their second rent payment and one-third with their third rent payment. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit.

In the even thee are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

11.0 INCOME, EXCLUSIONS FROM INCOME AND DEDUCTIONS FROM INCOME

To determine annual income, the Lexington Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Lexington Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

11.1 INCOME

Annual income means all amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income) or the Lexington Housing Authority believes that past income is the best available indicator of expected future income, the Lexington housing Authority may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining income. An allowance for depreciation of assets used in a business or profession may be deducted, based on a straight-line depreciation, as provided in Internal revenue Service regulations. Ant withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividend and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal

Revenue Service regulations. Any withdrawal of cash and assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. When families report zero income and have no income excluded for rent computation, Lexington Housing Authority is obligated to pursue verification of income that reflects the family's lifestyle.
- G. Welfare assistance.
 - 1. Welfare assistance payments
 - a. Welfare assistance payments made under Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
 - 1. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
 - 2. Are not otherwise excluded under paragraph Section 11.2 of this Policy.
 - b. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - 1. The amount of allowance or of the amount specifically designed for shelter or utilities; plus

2. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
2. Imputed welfare income
 - a. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction as specified in notice to the Lexington Housing authority by the welfare agency) plus the total amount of other annual income.
 - b. At the request of the Lexington Housing Authority, the welfare agency will inform the Lexington Housing authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason or such reduction, and will also inform the Lexington Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Lexington Housing Authority will use this information to determine the amount of imputed welfare income for a family.
 - c. A family's annual income includes imputed welfare income in family income, as determined at an interim or regular reexamination of family income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Lexington Housing Authority by the welfare agency).
 - d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed income is reduced to zero.
 - e. The Lexington Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
 - f. If a resident is not satisfied that the Lexington Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Lexington Housing Authority denies the family's request to modify such amount, then the Lexington Housing Authority denies the family's request to modify such amount, then the Lexington Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Lexington

Housing Authority's determination of the amount of imputed welfare income. The Lexington Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.

g. Relations with welfare agencies

- 1). The Lexington Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term on any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction on a family member, and gives the Lexington Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
- 2). The Lexington Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the *Lexington Housing Authority* is not responsible for determining whether a reduction of welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
- 3). Such welfare agency determinations are the responsibility of the welfare agency and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Lexington Housing Authority shall rely on the welfare agency notice to the Lexington Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.

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

I. All regular pay, special pay and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 ANNUAL INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. 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;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-aid;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability 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);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident services stipend. A resident services stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the

quality of life in development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/01/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable federal, state, or local law during the exclusion period. For purposes of this exclusion the following definitions apply.
 - a. Complete federal, state or local law means a program providing employment training and supportive services that:
 - i. is authorized by a federal, state or local law;
 - ii. is funded by the federal, state or local government;
 - iii. is operated by a public agency; and
 - iv. has as its objective to assist participants in acquiring employment skills.
 - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of

such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.

- c. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
 - b. Family's income increases during the participation of a family member in any economic family self-sufficiency or other job-training program.
 - c. Families who are or were, within 6 months, assisted under a state TANF or welfare-to-Work program. (TANF includes regular monthly income and one-time benefits and/or services that total \$500 over a six month period.)

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income. The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

- 12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts:
- 13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- 14. Amounts paid by State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
- a. The value of the allotment of food stamps
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act
 - d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes
 - e. Payments made under HHS's Low-Income Energy Assistance Program
 - f. Payments received under the Job Training Partnership Act
 - d. Income from the disposition of funds of the Grand River Band of Ottawa Indians
 - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
 - i. Amount of scholarships awarded under title IV including Work study
 - j. Payments received under the Older Americans Act of 1965
 - k. Payments from Agent Orange Settlement
 - l. Payments received under the Main Indian Claims Act
 - m. The value of childcare under the Child Care and Development Block Grant Act of 1990
 - n. Earned income tax credit refund payments
 - o. Payments for living expenses under the AmeriCorps Program
 - p. Additional income exclusions provided by and funded by the Lexington Housing authority
 - q. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation

- r. Allowances paid to children with spina bifida who are children of Vietnam veterans
- s. Crime victim compensation under the Victims of Crime Act
- t. Workforce Investments program allowance, earnings and payments under the Workforce Investment Act

The Lexington Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three (3) percent (%) of the annual income:
 - 1. Un-reimbursed medical expenses of any elderly family or disabled family; and
 - 2. Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each Member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care auxiliary apparatus.
- D. Reasonable childcare expenses for children under the age of 13 to enable a member of the family to be employed or to further his or her education. This education shall not exceed the amount of employment income that is included in annual income.

11.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) days of receipt by the resident.

- B. The Public Housing Manager shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done promptly as possible.

- C. After the reconciliation is complete, the Lexington Housing Authority shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Lexington Housing Authority shall do one of the following:
 - 1. Immediately collect the back rent due to the agency;
 - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
 - 3. Terminate the lease and evict for failure to report income; or
 - 4. Terminate the lease, evict for failure to report income and collect the back rent due to the agency.

11.5 COOPERATING WITH WELFARE AGENCIES

The Lexington housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and
- B. To provide written verification to the Lexington Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

11.6 EARNED INCOME DISALLOWANCE

- 1. The incremental earnings due to employment during a cumulative 12-month period following date of initial hire shall be excluded. This exclusion is only available to the following families:
 - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.

- b. Families who are or were, within 6 months, assisted under a State TANF or Welfare –to – Work Program and received at least \$500 in benefits, During the second cumulative 12-month period after the date of initial hire, 50% of the increase shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of Lexington Housing to provide the exclusions in all cases.)

- 2. Lexington Housing Authority will determine seasonally-employed tenants’ and applicants’ rent using one of two HUD-approved rent calculation methods. Tenants will be informed of both methods and will be given the opportunity to select which method they want used when their rent is calculated. The applicant or resident will be required to select one of the two calculation methods: Method 1 and Method 2. For Method 1 a tenant’s actual income is annualized and an interim reexamination is conducted. For Method 2 a tenant’s anticipated income from all known sources is used with the support from history of previous years income – no interim re-examination is conducted.

11.7 COOPERATION WITH LAW ENFORCEMENT AGENCIES

- A. The Lexington Housing Authority will comply, on a case-by-case basis, with information requests from federal, state or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. The Lexington Housing Authority will supply upon legitimate request (1) the current address and (2) Social Security number of any recipient of assistance.
- B. The federal, state or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought and may include other personal information used for identification. The request should also comply with the following requirements:
 - 1. The law enforcement agency shall notify Lexington Housing Authority that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the

place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor: or (ii) is violating a condition of probation or parole imposed under federal or state law; or (iii) has information that is necessary for the officer to conduct his/her official duties

2. The location or apprehension of the recipient is within the Lexington Housing Authority's official duties, and
3. The request is made in the proper exercise of the law enforcement agency's official duties

12.0 VERIFICATION

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

12.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be requires.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following verification methods acceptable to HUD, in the order of preference indicated:

- 1. Up-front Income Verifications (UIV)**

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

Current UIV resources include the following:

- a. **Enterprise Income Verification (EIV)** - The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058. Use of the EIV system in its entirety is mandatory for all annual and interim re-examinations. The Lexington Housing Authority will monitor the following EIV reports on a monthly basis - (1) Deceased Tenants Report, (2) Identity Verification Report, and the (3) Immigration Report. In addition, it will monitor on a quarterly basis the following EIV reports - (1) Income Discrepancy Report, Multiple Subsidy Report, and the New Hires Report.
- b. **State Wage Information Collection Agencies (SWICAs)**
- c. **State systems for Temporary Assistance for Needy Families (TANF) program**
- d. **Credit Bureau Information (CBA) credit reports**
- e. **Internal Revenue Service (IRS) Letter 1722**
- f. **Private sector databases (e.g. The Work Number)**

LHA will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

It is important to note that UIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the participant is entitled to receive and only by properly trained persons whose duties require

access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a participant until the Lexington Housing Authority has independently verified the UIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include LHA requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information the LHA Housing Authority derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

The EIV Income Report must remain in the tenant file for the duration of tenancy and no longer than three years from the end of participation (EOP) date. The Lexington Housing Authority is required to maintain at a minimum, the last three years of the form HUD-50058, and supporting documentation for all annual and interim reexaminations of family income. All records are to be maintained for a period of at least three years from the effective date of the action. Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

2. Third-Party Written Verifications

An original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or LHA request date. Such documentation may be in the possession of the participant (or applicant), and is commonly referred to as participant-provided documents. It is the HUD's position that such participant-provided documents are written third-party verification since these documents originated from a third-party source. The Lexington Housing Authority may, at its discretion, reject any participant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable participant-provided documentation (generated by a third-party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable participant-provided documents will be used for income and rent determinations.

The Lexington Housing Authority will obtain two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, LHA will project income based on the information from a traditional written third-party verification form or the best available information.

Note: Documents older than 60 days (from LHA interview/determination or request date) is acceptable for confirming effective dates of income.

Third-party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

3. Written Third-Party Verification Form

Also known as traditional third-party verification, a standardized form to collect information from a third-party source is distributed by the Lexington Housing Authority. The form is completed by the third-party by hand (in writing or typeset) when sent the form by LHA.

HUD recognizes that third-party verification request forms sent to third-party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some participants may collude with the third-party source to provide false information; or the participant intercepts the form and provides false information.

HUD requires the Lexington Housing Authority to rely on documents that originate from a third-party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third-party verification request form. The use of acceptable participant- provided documents, which originate from a third-party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

The Lexington Housing Authority will allow thirty (30) calendar days for the return of third-party written verifications prior to continuing on to the next type of verification.

4. Third-Party Oral Verification

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with

whom they spoke, the date of the conversation, the telephone number and the facts obtained.

LHA will allow thirty (30) calendar days for the return of third-party oral verifications prior to continuing on to the next type of verification.

5. Review of Documents

When UIV, written and oral third-party verifications are not available within the thirty (30) calendar-day period allowed in paragraphs 3 and 4 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

6. Self-Certification and Self-Declaration

When UIV, written and oral third-party verifications are not available within the thirty (30) calendar days period allowed in paragraphs 3 and 4 above, and hand- carried verification cannot be obtained, the Lexington Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co- head, or other adult family member.

Verification forms and reports received will be contained in the applicant/ participant file. Oral third-party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When any verification method other than Up-Front Income Verification is utilized, LHA will document the reason for the choice of the verification methodology in the applicant/resident's file.

The following chart comes from PIH Notice 2010-19.

Level	Verification Technique	Ranking
6	Upfront Income Verification (UIV) using HUD’s Enterprise Income Verification (EIV) system (not available for income verifications)	Highest (Mandatory)

	of applicants)	
5	Upfront Income Verification (UIV) using non-HUD system	Highest (Optional)
4	Written Third-Party Verification	High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when participate disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute)
3	Written Third-Party Verification Form	Medium-Low (Mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or participant is unable to provide acceptable documentation)
2	Oral Third Party Verification	Low (Mandatory if written third-party verification is not available)
1	Tenant Declaration	Low (Use as a last resort when unable to obtain any type of third-party verification)

12.2 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZENS STATUS

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

Prior to admission, every family member regardless of age must provide LHA with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this verification within sixty (60) days prior to being added to the lease. LHA may grant one ninety (90) day extension if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person.

If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification. Participants aged 62 or older as of January 31, 2010 whose initial eligibility determination was begun before January 31, 2010 is exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, LHA will accept an original document issued by a federal or state government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided. If an individual fails to provide verification within the time allowed, the family will be denied assistance or will have their assistance terminated. The Lexington Housing Authority may grant one ninety (90) day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

If the Social Security Number of each household member cannot be provided to LHA within 60 days of it being requested, the family shall be moved to the bottom of the waiting list. During these 60 days, if all household members have not disclosed their SSN at the time a unit becomes available, LHA must offer the available unit to the next eligible applicant family on the waiting list.

Prior to being admitted, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first re-examination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first re-examination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original USCIS documentation. The Lexington Housing Authority will make a copy of the individual's USCIS documentation and place the copy in the file. The Lexington Housing Authority also will

verify their status through the USCIS SAVE system. If the USCIS SAVE system cannot confirm eligibility, the Lexington Housing Authority will mail information to the USCIS so a manual check can be made of USCIS records.

Family members who do not claim to be citizens, nationals or eligible non-citizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the SECTION 8. If they are members of families that include citizens, the rent must be pro-rated.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If the Lexington Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to public housing unit for a period of 24 months from the date of termination.

12.3 TIMING OF VERIFICATION

Verification must be dated within sixty (60) calendar days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the LHA will verify and update only those elements reported to have changed.

12.4 FREQUENCY OF OBTAINING VERIFICATION

Household income and composition will be verified at least annually.

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination.

12.5 VERIFICATION OF ABSENT FAMILY MEMBER

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

1. Documentation verifying husband and wife are legally divorced;
2. Documentation verifying husband and wife are legally separated;
3. Order of protection/restraining order obtained by one family member against another;
4. Proof of another home address, which is limited to utility bills, bank statements, and/or driver's license/state identification card;
5. Statement from Department of Social Services verifying absence from household; and
6. if the adult member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

12.6 VERIFICATION OF GUARDIANSHIP

One of the following documents will be required to determine verification of

guardianship:

1. Documentation of court-ordered assignment.
2. Verification from social services agency.

12.7 SPECIAL VERIFICATION FOR ADULT STUDENTS

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving a scholarship. If support is received, the certification must state the amount of the anticipated support. The Lexington Housing Authority shall verify that amount by using normal third party verification procedures communicating directly with the supporting person(s).

12.8 VERIFICATION OF LIVE-IN AIDES

In accordance with 24 CFR Section 982.316, LHA must approve the person identified as the live-in aide. LHA may disapprove an identified live-in aide if s/he has: (1) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) committed drug-related criminal activity or violent criminal activity; or (3) currently owes rent or other amounts to LHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Additionally, under 24 CFR Section 982.402(a), LHA must establish subsidy standards to determine the number of bedrooms needed for families of different sizes and compositions. Consequently, LHA may not approve an unidentified live-in aide. LHA will only approve one additional bedroom for a live-in aide and no additional bedrooms will be provided for the family members of the live-in aide. LHA will ensure that housing quality standards (HQS) will not be violated and that there will be no more than two people per bedroom or living/sleeping space in the unit in accordance with 24 CFR § 982.401(d)(2)(ii). If the approval of additional family members of a live-in aide would result in the violation of HQS, the additional family members of the live-in aide will not be approved.

LHA will accept documentation from a healthcare provider validating the need for at-home service and from an at-home service provider confirming the schedule of the homecare worker. This information must show that the applicant or resident is receiving at-home services consistent with live-in aide services as recorded in 24 CFR Section 5.403.

12.9 INCOME DISCREPANCY REPORT

An EIV Income Report shall be pulled from the system before annual or interim re-examination are conducted for any family and compared with family-reported information. If the EIV report reveals an income source that was not reported by the participant or a substantial difference (defined as \$2400 or more annually) in the reported income information, the Lexington Housing Authority will:

- A. Discuss the income discrepancy with the participate; and
- B. Request the participate to provide any documentation to confirm or dispute the unreported or underreported income and/or income sources; and
- C. In the event the participate is unable to provide acceptable documentation to resolve the income discrepancy, the Lexington Housing Authority will request from the third-party source, any information necessary to resolve the income discrepancy; and
- D. If applicable, determine the participant's underpayment of rent as a result of unreported or underreported income, retroactively; and
- E. Take any other appropriate action.

The Lexington Housing Authority will determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations

12.10 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a social security number and who is at least 6 years of age must provide verification of their social security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular re-examination after turning six.

If a member of a tenant family indicates they have a social security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) calendar days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) calendar days to provide the verification. If the

individual fails to provide the verification within the time allowed, the family will be evicted.

12.11 VERIFICATION FOR DISABILITY STATUS

Lexington Housing Authority is entitled to obtain information that is necessary to evaluate if a requested accommodation may be necessary because of a disability.

- A. If a person's disability is obvious, or otherwise known to the provider, and if the need for the requested accommodation is also readily apparent or known, Lexington Housing Authority will not request any additional information.
- B. If the requestor's disability is obvious, but the need for the accommodation is not readily apparent or known, Lexington Housing Authority may request information that is necessary to evaluate the disability related need for the accommodation.
- C. If the requester's disability is not obvious, Lexington Housing Authority may request reliable disability-related information that (1) is necessary to verify that the person meets the Fair Housing Act's definition of disability (i.e. has a physical or mental impairment that substantially limits one or more major life activities), (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested information.

12.12 THE EIV'S DECEASED TENANTS REPORT

Lexington Housing Authority shall generate the EIV's Deceased Tenants Report monthly shortly before the end of the month to see if the system flags any deceased residents. Lexington Housing Authority shall review the report and follow up with any listed families immediately and take any corrective action as set forth in PIH Notice 2010-9 or successor publications.

In the event that a household member is misidentified as deceased on the Deceased Tenants Report, Lexington Housing Authority will notify the individual in writing and advise the individual to contact SSA so that SSA may correct its records.

13.0 DETERMINATION OF TENANT RENT

13.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the Income Method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for childcare medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the Income Method would be more financially feasible for the family.

13.2 THE INCOME METHOD

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. If the family is receiving payment for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designed by such agency to meet the family's actual housing costs, the portion of those payments which is so designed. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
- D. The minimum rent of \$50.

13.3 MINIMUM RENT

The Lexington Housing Authority has set the minimum rent at \$50. However if the family requests a hardship exemption, the Lexington Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
 - 1. When the family has lost eligibility for or is waiting an eligibility determination for a federal, state, or local assistance program including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996.
 - 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education or similar items;
 - 5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority reasonably determines there is no qualifying Hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of the suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Housing authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4 The Flat Rent

The Lexington housing authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of unit, as well as its condition, amenities, services, and neighborhood. The Lexington Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated every 3 years and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The Lexington Housing Authority will post flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

13.5 RENT FOR FAMILIES UNDER THE NON-CITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

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

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time or the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may no longer than three (3) years. If granted after that date, the maximum period of time for

assistance under the provision is eighteen (18) months. The Lexington Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Lexington Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

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

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

13.6 UTILITY ALLOWANCE

The Lexington Housing Authority furnishes utilities free of charge to residents in accordance with the Utility Allowance Schedules that is posted in the Lexington Housing Authority's Management Office. The resident agrees to pay for excess utility consumption, if any, which is in excess of the amount supplied at no charge, as specified in the Lease, and in accordance with the schedule. The Lexington Housing Authority will not be liable for failure to supply utility services for any cause whatsoever unless Lexington Housing Authority fails to exercise reasonable diligence to remedy the failure. Excess charges are due and collectible the first of the next month after notice of the charges have been given to the Resident.

13.7 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents

S should be paid by mail or hand delivered to the Lexington Housing Authority, 1 Jamaica Drive, Lexington, NC, or paid at the following bank: BB&T branched, unless otherwise specified. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment. Rental payments will be accepted at the above banks by 2:00 PM until the (6th) day of the month. A grace period until the sixth (6th) day of the month is given to each resident. If the sixth (6th) day of the month falls on a weekend or holiday, payment is due on the next business day. Residents who do not pay their rent by 5:00 p.m. on the sixth (6th) day of the month will be sent a Notice of Termination in accordance with the terms of their Lease.

If the rent is not paid by the twentieth (20th) of the month, a Notice to Vacate will be issued to the tenant, in addition, a \$15.00 late charge will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, personal checks will no longer be accepted by the Housing Authority for payment of rent and other charges. Payments thereafter will be made by money order or certified checks only. Additionally, the resident will be considered late in payment of rent and will be charged the \$15.00 late fee.

Only money orders, personal checks, cashier's checks, or traveler's checks will be accepted for payment of rent and other charges. The Lexington Housing Authority will not cash checks or accept third party checks.

Mailed payments postmarked after the sixth (6th) business day of the month will be charged a \$15.00 late fee.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, (2) an LHA approved entity, or (3) participate in an economic self-sufficiency program unless they are exempt from this requirement. Failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination. The eight hours of activity must be performed each month. An individual may not skip a month and then double up the following month unless special circumstances warrant it.

14.2 EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement.

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(l)(1) or 1614 of the Social Security Act (42 U.S.C. 416 (l) (1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members engaged in work activity of 30 hours or more per week, including:
 - 1. Unsubsidized employment
 - 2. Subsidized private-sector employment
 - 3. Subsidized public-sector employment
 - 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available
 - 5. On-the-job training
 - 6. Job search and job-readiness assistance
 - 7. Community service programs
 - 8. Vocational educational training (not to exceed 12 months with respect to an individual)
 - 9. Job-skills training directly related to employment
 - 10. Education directly related to employment in the case of a recipient who has not received a high school diploma or certificate of high school equivalency
 - 11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
 - 12. The provision of childcare services to an individual who is participating in a community service program.
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other state welfare program, including the welfare-to-work program.
- F. Family members receiving assistance, benefits or services under a state program

funded under part A title IV of the Social Security Act or under any other state welfare program, including welfare-to-work and who are in compliance with that program.

14.3 NOTIFICATION OF THE REQUIRMENT

The Lexington Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Lexington Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Lexington Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 01/01/2001. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 VOLUNTEER OPPORTUNITES

Community service includes performing 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.

An economic self—sufficiency program is one that is designed to encourage, assist, and 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, 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).

The Lexington Housing Authority will coordinate with social service agencies, local schools and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the Lexington Housing Authority may create volunteer positions such as hall monitoring, litter patrols and supervising and

record keeping for volunteers.

14.5 THE PROCESS

Upon admission or at the first annual reexamination on or after 01/01/2001, and each annual re-examination thereafter, the Lexington Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer certification sheet to the family member. Instructions for the certification sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Sixty (60) days before the family's next lease anniversary date, the Property Manager will determine whether each applicable adult family member is in compliance with the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Lexington Housing Authority will notify any family found to be in noncompliance Of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply. the lease will not be renewed or will be terminated.

14.7 OPPORTUNITY FOR CURE

The Lexington Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The Property Manager will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program or falls behind in their obligation under the agreement to perform community service, the Lexington Housing Authority shall take action to terminate the lease.

14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

In implementing the service requirement, the Lexington Housing Authority may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

15.0 RECERTIFICATIONS

At least annually, the Lexington Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

15.1 GENERAL

The Lexington Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or Income Method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the income Method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the Lexington Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

Also, during the recertification, the Lexington Housing Authority will conduct a criminal background check on all family members 15 years of age and older which will include sex offender registry screening. For any admissions after June 25, 2001 (effective date of the Screening and Eviction for Drug Abuse and Other Criminal Activity final rule), if the re-certification screening reveals that the tenant or member of the tenant's household is subject to a lifetime sex offender registration requirement, or that the tenant has falsified information or otherwise failed to disclose his or her criminal history on their application and/or recertification forms, Lexington Housing Authority will pursue eviction of the household. If the family is about to be evicted from housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the eviction occurs.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Lexington Housing Authority taking eviction actions against the family.

15.3 FLAT RENTS

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded and the category's allowances that can be deducted from income.

- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the Income Method would be more financially feasible for the family.
- F. The dates upon which the Lexington Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Lexington Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Lexington Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Lexington Housing Authority representative, they may make the selection on the form and return the form to the Lexington Housing Authority. In such case, the Lexington Housing Authority will cancel the appointment.

15.4 THE INCOME METHOD

During the interview, the family will provide all information regarding income, assets, expenses and other information necessary to determine the family's share of the rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Lexington Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The minimum rent

15.5 EFFECTIVE DATE OF RENT CHARGES FOR ANNUAL R-EEXAMINATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 INTERIM RE-EXAMINATIONS

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Lexington Housing Authority between regular reexaminations. If the family's rent is being determined under the Income Method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- A. A member has been added to the family through birth or adoption or court—awarded custody.
- B. A household member is leaving or has left the family unit.
- C. There is a change in HUD regulations requiring such a re-determination
- D. The resident may report a decrease in income or an increase in allowance or Deductions that would result in a decrease in the resident's rent. Decreases in income that are verified to the last thirty (30) calendar days will not be processed. Failure to report income changes within (10) days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, tenants must report income decreases promptly.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete a request stating their income, assets and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Lexington Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria., they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income Method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph 15.8 below.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses or other changes in family circumstances. Upon such request, the Lexington Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

15.7 SPECIAL RE-EXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Lexington Housing Authority may schedule special reexaminations every sixty (60) days

until the income stabilizes and an annual income can be determined.

15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL RE-EXAMINATIONS

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Lexington Housing Authority's de-concentration goal.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

- G. To alleviate verified medical problems.
- H. To permit reasonable accommodation.

16.2 CATEGORIES OF TRANSFER

Category A: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime or a law enforcement matter particular to the neighborhood.

Category B: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category C: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Lexington Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers and other transfers approved by the Lexington Housing Authority when a transfer is the only or best way of solving a serious problem.

16.3 DOCUMENTATION

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

16.4 TRANSFER INCENTIVES

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

Families approved for such transfers will meet the following eligibility criteria:

- A. Have been a tenant for three years;

- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty—five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;
- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year which ever is less;
- D. The family is current in the payment of all charges owed the Lexington Housing Authority and has not paid late rent for at least one year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff.
- G. Participates in a series of classes conducted by the Lexington Housing Authority on basic home and yard care.
- H. Criteria requirements for eligible FSS Participants, if applicable:
 - 1. Must live in Public Housing for a period of no less than six (6) months.
 - 2. One family member must be working or in school (for higher learning).
 - 3. The family is current with payment of all charges owed Lexington Housing Authority and has not been late with his/her rent for the past six (6) months minimum.
 - 4. Must be willing to set goals to reach Self-Sufficiency within the next five (5) years or less.
 - 5. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last six (6) months.
 - 6. That eligible family members are current with all Community Services requirements.
 - 7. The family has not materially violated any terms of the Lease within the past six (6) months.

16.5 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above categories and within each

category by date and time.

Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B.

Transfers in category C will be housed along with applicants for admission at a ratio of one transfer for every seven admissions.

Transfers in Category D will be a separate listing of current Public Housing Residents. Selection will be based on completion of pre—application approval, and date and time.

Upon offer and acceptance of a unit, the family will execute all lease-up documents.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list. (Example of good cause: health of the resident; proximity to work, school, etc.)
- B. If the transfer is being made at the request of the Lexington Housing Authority and the family rejects two offers without good cause, the Lexington Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Lexington Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides de-concentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request and they refuse a unit offer without good cause, the family's name will be removed from the transfer list.

16.6 COST OF THE FAMILY'S MOVE

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the

family (i.e. by the police);

- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Lexington Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Lexington Housing Authority has caused the unit to be unsafe or uninhabitable.

The responsibility for moving costs in other circumstances will be determined on a case-by-case basis.

16.7 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Lexington Housing Authority. This means the family must be in compliance with their Lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection. Damages to the unit will be repaired and the resident charged accordingly. Within six (6) months a re-inspection will be performed, and if marked improvement is noted, then the resident will be put back on the transfer list.

16.8 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a written request. In considering the request, the Lexington Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Lexington Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request.

to schedule a meeting.

The Lexington Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

16.9 RIGHT TO THE LEXINGTON HOUSING AUTHORITY IN TRANSFER POLICY

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

17.0 INSPECTIONS

An authorized representative of the Lexington Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided and the statement will be signed by both parties with a copy retained in the Lexington Housing Authority file and a copy given to the family member. An authorized Lexington Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under state law. The resident's security deposit can be used to offset against any Lexington Housing Authority repairs to the unit.

17.1 MOVE-IN INSPECTIONS

The Lexington Housing Authority and an adult member of the family will inspect the unit prior to signing the Lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

17.2 SEMI-ANNUAL INSPECTIONS

The Lexington Housing Authority will inspect each public housing unit semi-annually to

ensure that each unit meets the Lexington Housing Authority's housing quality standards. Work orders will be submitted and completed to correct any deficiencies and the family charged for any damages, other than normal wear and tear.

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the semi-annual inspection. This inspection is intended to keep items in good repair. It checks weatherizing; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

17.4 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Lexington Housing Authority.

17.5 HOUSEKEEPING INSPECTIONS

Generally, other than semi-annual inspection or at times as necessary, the Lexington Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

17.6 NOTICE OF INSPECTION

For inspections defined as semi—annua1 inspections, preventative maintenance inspections, special inspections and housekeeping inspections the Lexington Housing Authority will give the tenant at least two (2) days written notice.

17.7 EMERGENCY INSPECTIONS

If any employee and/or agent of the Lexington Housing Authority had reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

17.8 PRE-MOVE-OUT INSPECTIONS

When a tenant gives notice that they intend to move, the Lexington Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Lexington Housing Authority to help the family identify any problems that, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Lexington Housing Authority to ready units more quickly for the future occupants.

17.9 MOVE OUT INSPECTIONS

The Lexington Housing Authority conducts the move—out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

18.0 PET POLICY

Please review the entire Pet Policy, located at the end of this document.

19.0 PAYMENT AGREEMENTS

When a resident owes the Lexington Housing Authority back charges and is unable to pay the balance by the due date, the Resident may request that the Lexington Housing Authority allows them to enter into a Repayment Agreement. The Lexington Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the resident to eviction procedures.

Note: If the Housing Authority has a minimum rent greater than \$50, they must allow for repayment agreements for those tenants whose rental amount is the minimum rent and who have had their rent abated for a temporary period.

Former residents who wish to rent from the Lexington Housing Authority and owes the

Housing Authority or another Housing Authority money from previous residency must pay the indebtedness in full before or by final eligibility can be processed by the Housing Authority.

20.0 TERMINATION

20.1 *TERMINATION BY TENANT*

The tenant may terminate the Lease at any time upon submitting a written notice.

20.2 *TERMINATION BY THE HOUSING AUTHORITY*

The Lexington Housing Authority after 01/01/2001 will not renew the Lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Lexington Housing Authority will terminate the Lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments, four (4) times in a calendar year;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for Housing Authority approved resident businesses);

- H. Destruction of property;
- I. Acts of destruction, defacement or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Lexington Housing Authority;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the Lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
- M. Other good cause.

The Lexington Housing Authority will take immediate action to evict any household that includes an individual who is subject to a registration requirement under a state sex offender registration program.

Upon the Lexington Housing Authority receiving possession of the dwelling unit after an eviction for criminal activity, the Housing Authority will notify the local post office serving the dwelling unit in writing that the individual or family is no longer residing in the unit.

20.3 ABSENCE FROM UNIT

Absence means that no family member is residing in the unit. The Lexington Housing Authority and the Department of HUD require reporting changes in the family composition. The family is required to report to the Housing Authority if the family will be absent from the unit for more than 30 consecutive days. The resident is required to notify the Housing Authority before moving from the unit and to furnish information regarding any absent family member. Any household member will be considered permanently absent if away from the unit for 90 consecutive days.

The family may be absent from the unit for short periods of time, but if absent from the unit for a period of more than 180 consecutive calendar days, the unit will be considered to have been vacated and the assistance will be terminated.

The family must supply any information or certification requested by the Housing

Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Housing Authority for this purpose and must promptly notify the Housing Authority of any absence from the unit in accordance with this policy.

An adult family member, who leaves the household for any reason, will be determined permanently absent upon verification by the Housing Authority. The change in family composition must be reported to the Housing Authority within ten (10) calendar days in accordance with procedures outlined in the plan.

The Housing Authority will use various techniques to verify family occupancy or absence, including letters to the family at the unit, the post office, phone calls, visits or inquiries to neighbors and the landlord. All inquiries will be documented in the files.

Visitors are permitted by residents provided they are reported to the Housing Authority within 72 hours of their arrival or prior thereto. Visits, not exceeding fourteen (14) days in any one calendar year, may be authorized by the Housing Authority. Visitors remaining beyond this period shall be considered trespassers and the family head shall be guilty of breach of the Lease. The family must prove to the Housing Authority that the person is a visitor. In the absence of such proof the person will be considered an unauthorized family member and assistance will be terminated, due to the family not obtaining prior approval for the additional family member.

In accordance with the Lease, roomers and lodgers shall not be permitted to occupy a unit, nor shall they be permitted to move in with any family occupying a Housing Authority unit. Violation of this provision is grounds for Lease termination.

Residents of the Housing Authority will not be given permission to allow a former resident of the Housing Authority who has been evicted to occupy the unit for any period of time. Violation of this requirement is grounds for Lease termination.

A minor will be considered an eligible visitor and not a family member if in the household for less than 182 days per calendar year in a joint custody arrangement.

20.4 RETURN OF SECURITY DEPOSIT

After a family moves out, the Lexington Housing Authority will return the security deposit within 30 days from the vacate date or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits

will not be used to cover normal wear and tear or damage that existed when the family moved in.

If state law requires the payment of interest on security deposits, it shall be complied with. Absences due to hospitalization or sickness by a family member will be verified and if it is determined that the family member will return home within 90 days, the family will not be considered permanently absent, provided the family's share of the monthly rent and other charges payable by the family continue to be paid. However, if there is no chance of the family member returning to the unit within 90 days, the family member will be considered permanently absent and if this family member is the sole member of the household, housing assistance will be terminated.

Absences due to family vacations or other reasons that are longer than 30 days must be approved by the Housing Authority in writing. Absences for more than 180 consecutive days due to being in a drug treatment center or imprisonment will be considered permanently absent. The Housing Authority will make a determination as to whether the imprisonment was due to drug-related or violent criminal activity and will be handled on a case-by-case basis and a determination made by the Housing Authority after review of each particular circumstance.

If parent or both parents are absent from the household and a caretaker has been placed in the home by the courts or an approved placement agency such as Social Services, the caretaker will be considered a visitor for the first 30 days by the Housing Authority. The Lease will be transferred to the caretaker if the court has awarded custody or legal guardianship to the caretaker by the end of the 30-day period. The caretaker will be allowed to remain in the unit as a visitor until a determination of custody is made by the court. The income of the caretaker will be counted pending a final disposition of the custody award.

If a resident family includes a child or children absent from the home temporarily due to placement in foster care, the Housing Authority will determine from the appropriate agency when and if the child/children will be returned home. If the time period is more than 180 days or the child/children have been removed permanently, the name(s) of the absent child/children will be removed and the rent re-determined.

An adult child who goes into the military service and leaves the household will be considered permanently absent.

A household member subject to a court order restricting the household member from the home for more than 180 days will be considered permanently absent.

A person with a disability requesting an extension of time as an accommodation will be granted the extension as long as the extension is within the 180-calendar day limit.

The Lexington Housing Authority will be considered in compliance with the above if the required payment or statement or both are deposited in the U.S. mail with first class postage paid within 30 days.

21.0 VIOLENCE AGAINST WOMEN

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). VAWA protects tenants and families members of tenants who are victims of domestic violence, dating violence or stalking from eviction or termination from housing assistance based on acts of violence against them.

21.1 VAWA PROTECTIONS

Under the Violence Against Women Act (VAWA), public housing residents have the following specific protections, which will be observed by the Lexington Housing Authority:

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

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

The Lexington Housing Authority will honor court orders regarding the rights of access or control of the property.

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

There is no prohibition on the Housing Authority evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property

if that tenant's (victim's) tenancy is not terminated." An actual and imminent threat consists of a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the 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.

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

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

21.2 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

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

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

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

1. **(HUD- HUD-approved form 50066)** – By providing LHA a written certification, on the form approved by the U. S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD -approved form, and the completed certification must include the name of the perpetrator.
2. **Other documentation** – by providing to the Lexington Housing Authority documentation

Signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1736) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. Police or court record – by providing to LHA a Federal, State, tribal, territorial, or local police or local police or court record describing the incident or incidents in question.

B. Time allowed to provide verification/failure to provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by LHA to provide verification, must provide such verification within 14 business days after receipt of the written request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. The submission of false or false information may be the basis for the termination of assistance or for eviction.

C. Managing conflicting documentation. In cases where the Lexington Housing Authority receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the Lexington Housing Authority may determine which is the true victim by requiring third-party documentation as described in 24 CFR 5.2007 and in accordance with any HUD guidance as to how such determination will be made. LHA shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household.

21.3 CONFIDENTIALITY

All information provided under VAWA including the fact that an individual is a victim of domestic Violence, dating violence, or stalking, shall be retained in confidence and shall not be entered into any shared database or provided to any related entity except to the extent that the disclosure is:

- A. Requested or consented to by the individual in writing;

- B. Required for use in an eviction proceeding: or
- C. Otherwise required by applicable law.

The Lexington Housing Authority shall provide its residents notice of their rights under VAWA including their right to confidentiality and the limits thereof.