

ROXBORO HOUSING AUTHORITY

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ROXBORO, N. C. 27573

ADMISSIONS  
AND  
CONTINUED OCCUPANCY POLICY

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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

## **ROXBORO HOUSING AUTHORITY**

### **INTRODUCTION**

### **MISSION STATEMENT**

The mission of the Roxboro Housing Authority (RHA) is to provide adequate and affordable, decent, safe, sanitary, and drug-free housing opportunities for eligible families and promote self-sufficiency and economic independence for all of our residents.

In achieving this mission, our goals are to attract and retain families that will insure a social and economic mix within our developments; provide opportunities to promote self-sufficiency and economic independence for our residents; seek partnerships with residents, community and government leaders in increasing housing and economic opportunities for the people we serve; aggressively pursue increased funding to increase the availability of drug-free, decent, safe and affordable housing programs and apply RHA resources in a manner to efficiently manage and operate our housing programs; improve RHA management and service delivery efforts through efficient and effective management of staff; and ensure equal opportunity in housing for all of our citizens.

Our objectives are to:

1. Deny admission or continued occupancy of families whose presence in our housing development is likely to adversely affect the safety and well-being of other residents, the physical environment, or create a danger to RHA employees; and admit only families that foster social stability and an economic mix in our development.
2. Provide opportunities for our residents such as starting small business, returning to school and obtaining jobs and participating in resident training programs to insure self-sufficiency

of residents and economic independency.

3. Provide opportunities for residents by seeking partnerships with the community, residents and government officials through meetings to convey essential information and solicit their assistance in providing opportunities for residents.

4. Provide ongoing staff training by applying RHA resources in a manner to assure efficient and improved management and service delivery.

5. Take measures to insure that admission and continued occupancy is conducted without regard to race, color, religion, creed, sex, national origin, disability, age, or familial status.

### **PURPOSE**

The purpose of this Admissions and Continued Occupancy Policy (ACOP) governing admission to and continued occupancy of the public housing developments operated by the Roxboro Housing Authority (RHA) is to establish guidelines for the RHA staff to follow in determining eligibility for admission to and continued occupancy of public housing. The basic guidelines for this policy are governed by requirements of the Department of Housing and Urban Development (HUD), with latitude for local policies and procedures.

The policies and procedures governing admission and continued occupancy are outlined herein, and these requirements are binding upon applicants, residents and RHA staff alike. Changes in applicable federal law or regulations shall supersede provisions in conflict with this policy. Any changes herein shall be by resolution adopted by the Board of Commissioners of the Roxboro Housing Authority.

### **FAIR HOUSING POLICY**

It is the policy of the RHA to comply fully with all Federal, State, and Local nondiscrimination laws and the rules and regulations governing Fair Housing and Equal

Opportunity in housing. Specifically, the RHA will comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to assure that occupancy in RHA housing is administered without regard to race, color, creed, religion, sex, national or ethnic origin, familial status, age, or disability, nor deny any family or individual the opportunity to apply for or receive housing assistance under any housing operated by this Agency.

Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

## SECTION I

### DEFINITIONS OF TERMS

**ADJUSTED INCOME:** Annual Income, less allowable HUD deductions.

**ADULT:** A person who has reached his/her 18<sup>th</sup> birthday. (Only persons who are adults shall be eligible to enter into a Lease Agreement for occupancy unless eligible as an emancipated minor.)

**ANNUAL CONTRIBUTIONS CONTRACT (ACC):** A written agreement between HUD and the RHA wherein the federal government guarantees permanent financing of public housing projects as well as makes up the difference between project revenues and debt service on bonded indebtedness through an annual contribution or subsidy paid to the Housing Authority. The PHA guarantees that it will maintain the low rents in the projects.

**ANNUAL INCOME:** All amounts, monetary or not, which go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member, or are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination, including amounts derived from assets to which any member of the family has access, and which are not specifically excluded from income.

**APPLICANT (APPLICANT FAMILY).** A person or a family that has applied for housing assistance but is not yet a participant in the program.

**ASSETS.** See Net Family Income.

**BOARD OF COMMISSIONERS:** Locally appointed citizens who serve as Commissioners and policy makers of a local public housing agency for a specified term, and usually without financial compensation.

**CARE ATTENDANT:** A person necessarily residing with a family by reason of employment by or for such family as determined by the PHA to be essential for the care and well being of a family

member. The care attendant is not considered a family member for the purpose of determining family income and establishing rent nor is the care attendant obligated for the support of the person or family. However, the necessity of such an arrangement must be evidenced by a doctor's certificate or by welfare or other responsible sources. Under no circumstances may such an arrangement be continued longer than necessary or permitted only for the convenience of the resident or such employee. This provision is applicable for admission and continued occupancy and is not restricted to elderly families.

**CEILING RENTS:** A cap placed on the amount of rent a family can be charged.

**CHILD:** A member of the family, other than the family head or spouse, who is under 18 years of age.

**CHILD CARE EXPENSES:** Amounts paid by the family for the care of children under 13 years of age where such care is necessary to enable a family member to actively seek employment, to be gainfully employed, or to further his/her education and only to the extent such amounts are not reimbursed. In the case of child care necessary to permit employment, the amount deducted must be verified and reflect reasonable charges and shall not exceed the amount of income received from such employment.

**CHILD CUSTODY:** An applicant or resident who does not have full custody of a child or children may only claim a child as a dependent in accordance with the following: (A) The applicant or resident must have primary custody of the child; and (B) The applicant or resident must provide sufficient evidence that if the applicant was admitted to public housing, the child would reside with the applicant or resident. **NOTE:** The same child cannot be claimed by more than one applicant (i.e., counted more than once in order to make two singles eligible).

**CITIZEN:** A citizen or national of the United States.

**DEDUCTIONS:** Amounts subtracted from annual income that each family is eligible for as

established by HUD. (See Adjusted Income)

**DEPENDENT:** A member of the family household (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age or is a Disabled Person, or a full-time student.

**DISABLED FAMILY:** A family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together or one or more persons with disabilities living with one or more live in aides.

**DISABILITY ASSISTANCE EXPENSES:** Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a disabled family member, and that are necessary to enable a family member (including the disabled member) to work, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**DISPLACED FAMILY:** A person or family displaced by governmental action, whose unit has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**DOMICILE.** The legal residence of the household head or spouse as determined in accordance with State and local law.

**DRUG-RELATED CRIMINAL ACTIVITY:** Means the illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell or distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

**DRUG-TRAFFICKING:** The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802))

**ECONOMIC SELF-SUFFICIENCY PROGRAM:** Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**ELDERLY FAMILY:** A family whose head, spouse or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in-aides.

**ELDERLY PERSON:** Any person who is 62 years of age or older.

**ELDERLY UNIT:** A housing unit designed for occupancy by elderly families as distinguished from a family unit.

**ELIGIBLE FAMILY:** A family meeting the definition of "Family" defined herein; who is within the applicable income limits for admission; who heads a household where all members are citizens or eligible noncitizens; who provides a social security number for all family members, age 6 or older, or can document and certify that they do not have social security numbers; and meets the other required admission criteria outlined under "Eligibility for Admission."

**EMANCIPATED MINOR:** Any juvenile who is 16 years of age or older and who has resided in the same county in North Carolina for six (6) months next preceding the filing of the petition may petition the court in that county for a judicial decree of emancipation. The same Article (19979, c.815, s.1.) also emancipates a married juvenile. If granted, the PHA must accept the application of this person(s).

**EXTREMELY LOW-INCOME FAMILY:** A family whose annual income does not exceed

30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS.** The documents, which must be submitted to evidence citizenship or eligible immigration status, as outlined by HUD.

**EXTREMELY LOW-INCOME FAMILY:** A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**FAMILIAL FAMILY:** One or more individuals under 18 years of age being domiciled with; (a) a parent or another person having legal custody of such individual or individuals; or (b) The designee of such parent or other person having such custody with the written permission of such parent or other person; and includes any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

**FAMILY:** A single person or a group of two or more persons related by blood, marriage or operation of law (including foster children), who will live together as a single household and qualifies as a low-income family. (Note: Foster children would have to be approved by State Law). The definition of family includes an Elderly Family (including a Disabled Person), a Displaced Person, a Single Person, and the remaining member of a resident family.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS Program)** The program established by a PHA to promote self-sufficiency of assisted families, including the coordination of supportive services.

**FAMILY UNIT SIZE:** The appropriate number of bedrooms for a family, as determined by the PHA's Subsidy Standards.

**FLAT RENT:** The amount of tenant rent based on the market value of the unit, as determined by RHA.

**FOSTER CHILDCARE PAYMENT:** Payment to eligible households by state, local or private agencies appointed by the State, for the care of foster children.

**FULL-TIME STUDENT:** A person who is attending school or vocational training on a full-time basis.

**RHA:** Roxboro Housing Authority

**GRIEVANCE PROCEDURE:** A procedure used by the resident to seek a hearing by a Hearing Officer or Panel concerning the PHA's action or failure to act involving the resident's rights, duties, welfare or status under the Lease.

**GUEST:** A person in the leased unit with the consent of a household member.

**HANDICAP ASSISTANCE EXPENSES:** Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for handicapped or disabled family members which enable a family member (including the handicapped member) to work.

**HANDICAPPED PERSON:** The definition of "handicap" has been combined with that of 'disability.' See definition of 'disability.'

**HEAD OF HOUSEHOLD:** The adult member of the household who assumes legal and moral responsibility for the household with respect to obligations and responsibilities under the terms of the Lease (normally considered the Lessee) and is listed on the application as head. "Head of Household" includes both husband and wife, if both are present in the household, jointly and separately.

**HOMELESS:** See Definition of "SUBSTANDARD HOUSING".

**HOUSING QUALITY STANDARDS (HQS)** The HUD minimum quality standards used for inspection of housing under the PHA's housing programs.

**HUD:** The Department of Housing and Urban Development.

**IMPUTED INCOME:** HUD approved passbook rate times total cash value of assets; calculated when assets exceed \$5,000.00.

**IMPUTED WELFARE INCOME:** The amount of annual income not actually received by a family as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

**INCOME LIMITS:** Limits on income established by HUD for admission to low-income housing by eligible families.

**INFANT:** A child under the age of three (3) years.

**INITIAL OCCUPANCY:** The date on which a resident first assumes possession of or occupies an individual dwelling unit.

**INS:** The United States Immigration and Naturalization Service.

**INVOLUNTARILY DISPLACED:** See Written System of Preferences for selection established by the PHA.

**JURISDICTION:** The area in which the PHA has authority under State and local law to administer the program, which is Person County.

**LEASE** A written agreement between the PHA and an eligible family for the leasing of a dwelling unit.

**LIVE-IN-AIDE:** A person who resides with one or more elderly persons, or near-elderly person or persons with disabilities, and who (a) is determined by the PHA to be essential to the care

and well-being of the person(s); (b) is not obligated for support of the person(s); and (c) would not be living in the unit except to provide necessary supportive services.

**LOCAL PREFERENCE:** A preference used by the PHA to select among applicant families without regard to their written system of preferences.

**LOW INCOME FAMILY:** A family whose income does not exceed 80% of the median income for the area as determined by HUD, with adjustments for smaller or larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median income for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**MEDICAL EXPENSES:** Total medical expenses, including medical insurance premiums, that are anticipated during the period for which annual Income is computed, and that are not covered by insurance. This deduction is for elderly families only.

**MINIMUM RENT:** The minimum rent for any dwelling unit is the greater of Ten percent (10%) of gross monthly income or RHA's adopted minimum rent of \$25.00. The minimum rent includes tenant rent plus any utility allowance.

**MINOR:** An unmarried member of the family (excluding foster children) other than the family head or spouse, who is under 18 years of age.

**MIXED FAMILY:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**MONTHLY ADJUSTED INCOME:** One-twelfth of Annual Income after Allowances.

**MONTHLY INCOME:** One-twelfth of Annual Income.

**NATIONAL:** A person who owes permanent allegiance to the United States, for example; as a result of birth in a United States territory or possession.

**NEAR- ELDERLY PERSON:** A person who is at least 50 years of age but below the age of 62 years.

**NET FAMILY ASSETS:** Net Cash Value after deducting any reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD Homeownership Programs.

**NONCITIZEN:** A person who is neither a citizen nor national of the United States.

**PERSON WITH DISABILITIES:** Is defined as:

- (1) A person who:
  - (i) Has a disability as defined in 42 U.S.C. 423;
  - (ii) Is determined pursuant to HUD regulations, to have a physical, mental or emotional impairment that:
    - (A) Is expected to be of long continued and indefinite duration;
    - (B) Substantially impedes his or her ability to live independently; and
    - (C) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
  - (iii) Has a developmental disability as defined in 42 U.S.C. 6001.
- (2) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- (3) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependency; and
- (4) Means "individual with handicaps", as defined in HUD regulations (Section 8.3), for

purposes of reasonable accommodation and program accessibility for persons with disabilities.

(5) **PHA PLAN:** The Annual Plan and the Five Year Plan as adopted by the PHA and approved by HUD.

**PRE-OCCUPANCY CONFERENCE:** The meeting or interview between a new resident family and the PHA before move-in, during which the Lease and conditions of occupancy are reviewed with the resident family and any questions answered.

**PUBLIC HOUSING:** Housing assisted under the 1937 Act, other than under Section 8. Public Housing includes units in a mixed finance project that are assisted by a PHA with capital or operating assistance.

**PUBLIC HOUSING AGENCY: (PHA)** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of housing for low-income families.

**REEXAMINATION:** Process of the PHA in obtaining documentation to show that tenants meet the eligibility requirements for continued occupancy, which is performed every 12 months, except for families paying a flat rent, which is required every three years.

**RENT EFFECTIVE DATE:** The date on which rents become effective after reexamination each year or each three years as applicable.

**REMAINING FAMILY MEMBER:** The person(s) of legal age remaining in the unit after the head of household or spouse has left the premises, other than by eviction, and who must qualify to remain in the unit.

**RESIDENCY PREFERENCE:** A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area.

**RESIDENCY PREFERENCE AREA:** The specified area where families must reside or work to qualify for a residency preference.

**RESPONSIBLE ENTITY:** The PHA administering the program under an ACC with HUD.

**SECURITY DEPOSIT:** An amount deposited by the resident with the PHA to cover the cost of resident-caused damages or unpaid rent upon termination of the Lease.

**SERVICEMAN:** A person who is currently in the active military or naval service of the United States.

**SINGLE PERSON:** A person who lives alone or intends to live alone.

**SPECIAL ADMISSION:** Admission of an applicant that is not on the PHA waiting list, or without considering the applicant's waiting list position.

**SPOUSE:** The husband or wife of the Head of Household.

**SUBSIDY STANDARDS:** Standards established by a PHA to determine the appropriate number of bedrooms for families.

**SUBSTANDARD HOUSING:** See PHA's "Written System of Preferences".

**TEMPORARILY ABSENT:** Absent from the household for no more than 30 days.

**TENANT:** A resident of public housing in accordance with a Lease executed with the PHA.

**TENANT GRIEVANCE:** A dispute that a resident may have with the PHA for action or failure to act in accordance with the resident's Lease which adversely affects the resident's rights, duties, welfare, or status.

**TENANT RENT:** The amount payable monthly by the resident as rent to the RHA. Where all utilities (except telephone and Cable TV) and other essential housing services are supplied by the RHA, Tenant Rent equals Total Tenant Payment or minimum rent. Where some or all utilities (except

telephone and Cable TV); and other essential housing services are not supplied by the RHA and the cost thereof is not included in the amount paid as rent to the RHA, Tenant Rent equals Total Tenant Payment or minimum rent less the Utility Allowance.

**TOTAL TENANT PAYMENT:** The amount of rent payable by the resident for rent and utilities.

**UTILITIES:** Utilities mean water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone and Cable TV service are not included as a utility.

**UTILITY ALLOWANCES:** The PHA's estimate of the average monthly utility bills for an energy-conservative household. Utility allowances vary by unit type and are listed on the PHA's posted Utility Allowance schedules.

**UTILITY REIMBURSEMENT:** The amount of utility allowance that exceeds the Total Tenant Payment of a resident and which amount is reimbursed to the resident.

**VACANCY LOSS:** Income not received by the PHA due to units being vacant.

**VERY LOW INCOME FAMILY:** A Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**VETERAN:** Any person who has served in the active military or naval services of the United States and shall have been discharged or released therefrom under conditions other than dishonorable.

**VIOLENT CRIMINAL ACTIVITY:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of

another.

**WAGE EARNER:** A person in a gainful activity who receives any wages covering all types of employee compensation including salaries, vacation pay, tips, bonuses, commissions, and unemployment compensation.

**WELFARE ASSISTANCE:** Income assistance from Federal or State welfare programs, and includes assistance provided under the Temporary Assistance to Needy Families (TANF) program, and general assistance.

**WRITTEN SYSTEM OF PREFERENCES FOR SELECTION:** Preferences given applicants seeking housing assistance in Person County.

**WORK ORDER:** A form used to request maintenance work or used following the discovery of the need for any repair work.

## SECTION II

### CONDITIONS GOVERNING ELIGIBILITY

#### 1. ELIGIBILITY FOR ADMISSION

The **ROXBORO HOUSING AUTHORITY**, herein after called (RHA or PHA) will admit as residents to its low-rent developments, applicants meeting all of the following requirements:

- (a) Who qualify as a family as defined in Section I;
- (b) Whose total annual income does not exceed the applicable Income Limits for Admission as established by the Department of Housing and Urban Development and adopted by this Agency;
- (c) Who are citizens, or noncitizens who have eligible immigration status, in one of the following categories:
  - (i) A noncitizen lawfully admitted for permanent residence, as defined by section 101(a)(20) of Immigration and Nationality Act (INA), as an immigrant, as defined by section 101(a)(15), of the INA (8 U.S.C. 1101 (a)(20) and 1101(a)(15)), respectively (immigrants). This category includes a noncitizen admitted under section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker) who has been granted lawful temporary resident status);
  - (ii) A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney general under section 249 of the INA (8 U.S.C. 1259);
  - (iii) A noncitizen who is lawfully present in the U.S. pursuant to an admission under section

207 of the INA (9 U.S.C. 1157)(refugee status); pursuant to the granting of asylum (which has not been terminated) under section 208 of the INA (8 U.S.C. 1158) (asylum status; or as a result of being granted conditional entry under section 203(a)(7) of the INA (8U.S.C. 1153 (a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion; or political opinion or because of being uprooted by catastrophic national calamity;

(iv) A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under section 212(d)(5) of the INA (8 U.S.C. 1182 (2)(5)) (parole status);

(v) A noncitizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under section 243(h) of the INA (8 U.S.C. 1253(h)) (threat to life or freedom); or

(vi) A noncitizen lawfully admitted for temporary or permanent residence under section 245A of the INA (8 U.S.C. 1255a) (amnesty granted under INA 245A).

(d) Whose family members are not or have not, as determined by RHA, engaged in drug-trafficking or violent criminal activity involving crimes to persons or property; or abuse of alcohol or other criminal acts that would adversely affect the health, safety or right to peaceful enjoyment of the premises by other tenants, as determined by RHA. Drug trafficking means the illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, a controlled substance including alcohol. Violent criminal activity means any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. Applicants or residents convicted of manufacturing methamphetamine are permanently excluded from housing operated by the RHA;

(e) Whose family members have not been evicted from housing assisted under the 1937

Act for drug related criminal activity during a period of time that is not less than three (3) years of the projected date of admission; or circumstances leading to the eviction no longer exist, (such as the evicted family member involved in drugs is no longer in the household because of incarceration); or whose family members have not been convicted of a misdemeanor, such as assault; or been evicted from housing assisted under the 1937 Act, for other serious violations of the Lease.

(f) Applicants whose family members have no record of criminal activity involving crimes to persons or property and/or other criminal acts including illegal use of a controlled substance or abuse of alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, as determined by RHA.

Applicants will not be admitted to housing in the RHA developments unless they can prove they have successfully completed a drug rehabilitation program approved by the RHA, and also can prove they have been completely rehabilitated for at least three (3) years prior to applying for housing with RHA.

(g) Who have met the disclosure, documented verification, and certification requirements for disclosure of Social Security Numbers.

(h) Whose family composition conforms to the subsidy standards, which are appropriate to the vacant unit. (The RHA may make exceptions to this requirement due to emergency conditions including but limited to severe harassment, hate crimes, and witness protection, as authorized by the Executive Director or designee.)

(i) Whose past performance in meeting financial obligations, especially rent is satisfactory.

(j) Who have no record of disturbance of neighbors, destruction of property, or living or housekeeping habits in present or at prior residences which would adversely affect the health, safety or welfare of other residents, including a poor inspection report as a result of a home visit by a RHA

employee, or a negative reference from a former landlord or personal reference.

(k) Who do not owe rent, other charges, or judgments to the RHA or to any other Housing Authority or Section 8 Agency, Private Owner or Rental Agency. If the applicant owes the PHA money from previous occupancy, the debt must be paid in full prior to applicant's application being processed. Note: Repaying funds that are due does not necessarily qualify an applicant for occupancy. Such payments will be considered along with other factors in the application process. After the application is processed the applicant must meet all other conditions of occupancy. The determination of eligibility will be at the discretion of the RHA in these cases. Any money owed to RHA, which has been discharged by bankruptcy, shall not be considered in making this determination.

(l) Who are at least 18 years of age or older or have been emancipated through the Courts and capable of signing a Lease and abiding by the terms.

(m) Who meet or exceed the Applicant Selection Criteria set forth in these policies.

(n) Who can meet standard obligations of tenancy.

(o) Who have not committed fraud, bribery or any other corrupt or criminal act in connection with any Federal Housing Assistance Program, or do not have pending any fraud cases that have not been paid to the Department of Social Services, any Public or Private Housing Agency, or any other government agency.

(i) Applicants and previous residents evicted for nonpayment of rent who after two (2) years can provide a written statement from a landlord of good rent payment status or can submit rent or mortgage payment records (receipts) for a period of twenty-four (24) consecutive months.

(ii) Previous residents evicted for bad housekeeping habits, damage to RHA property, disturbances or other Lease violations who after three (3) years can submit verifiable

information of improved behavior.

(p) Who have met all obligations for required community service while an eligible adult in a RHA household.

(q) Whose household includes a child who has not been convicted as an adult in a court of law for drug charges or any felonies.

(r) Who have completed an orientation program sponsored by the RHA.

(s) Whose family members have not engaged in or threatened abusive or violent behavior toward RHA personnel.

(t) Whose family members are not subject to a lifetime registration requirement under a State sex offender registration program.

## 2. INCOME TARGETING

(a) As of each fiscal year, the RHA will reserve not less than 40% of new admissions for extremely low-income families, whose incomes do not exceed 30% of the area median income. In complying with this paragraph, the RHA will not concentrate all "extremely low-income" or "very low-income" families in any one building within the development.

(b) **Income Mix.** Since the majority of residents currently in occupancy and on the waiting list are extremely low-income families, RHA will establish and use criteria for admission to its public housing units for selection of residents that will produce a mix of incomes in the development, subject to the provisions in this policy. One criterion will be to put forth extra marketing efforts in order to encourage families with incomes higher than 30% of the area median income to apply.

(c) **Exceptions.** Credit provisions of this section permit the level of extremely low-income families admitted to other HUD programs in a given fiscal year to affect the general

targeting requirement for admissions to public housing.

(d) **Limitation on Use of Credits.** In any fiscal year, at least 30 percent of RHA's admissions to public housing units must be extremely low-income families despite the availability of credits.

### **3. APPLICATION AND OTHER REQUIRED FORMS/INFORMATION**

**Each applicant for housing operated by the RHA must complete the following:**

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

**Form 9886, Authorization For Release of Information/Privacy Act Notice.**

(This Notice must be signed by all adult family members.)

**Social Security Numbers or Employer Identification Numbers.**

These Numbers and a copy of the Social Security card are required to be furnished to the RHA, of all family members, who are at least six years of age and older. Family members who do not have a Social Security Number must sign a certification that they do not have one. Certification of family members who are less than 18 years of age and are not emancipated minors may be executed by the parents or guardian. The certification should:

- a. State the individual's name

- b. State that the individual has not been assigned a Social Security Number
- c. State that the individual will disclose the number if they get one later
- d. Be signed and dated

Individuals who have applied for legalization under the Immigration Reform and Control Act of 1986 (IRCA) will not have a Social Security Card until they are granted temporary lawful resident status, but are assigned a Social Security Number. The letter assigning them the number is acceptable verification until they are granted temporary resident status. If an individual can provide their number but not the documentation, written certification must be executed by the individual or guardian, if under 18. The certification should:

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

Applicants have 90 days from the date of certification to obtain documentation to verify the Social Security number disclosed. Applicants who are 62 years of age or older may be granted an additional 60-day extension. Other documents that may be used for verification must show the Social Security number and the number must have been verified by the agency issuing the document.

Examples of other documents acceptable are:

- \*Driver's License
- \*Bank Statements
- \*Earning Statements or Payroll Stubs
- \*Federal, State, or local agency issued identification card
- \*Unemployment benefit letter

- \*Employer or trade union issued identification card
- \*Retirement benefit letter
- \*Medical Insurance Company issued identification card
- \*Life Insurance Policies
- \*IRS Form 1099
- \*Verification of Social Security benefits with the SSA
- \*Benefit award letters from government agencies
- \*Court records (marriage and divorce, judgments or bankruptcy records, real estate or tax notices.
- \*Other documents that the RHA determines to be adequate evidence of a valid Social Security number.

Applicants who do not meet the Social Security requirements will be denied admission.

Residents who do not meet the Social Security requirements are ineligible for continued assistance, which will be terminated.

#### **4. ADMISSION AND CERTIFICATION REQUIREMENT**

The application for admission constitutes the basic record of each family applying for admission. The information submitted by each applicant will be verified to assure that the date upon which determinations are made as to eligibility for admission, Total Tenant Payment and Tenant Payment to be paid, and size of unit required are full, true and complete. The Executive Director or his/her official designee shall certify on every application for admission or continued occupancy that all claims have been verified and that the determinations of the RHA are correct.

#### **5. VERIFICATION OF APPLICANT'S STATEMENT AND INCOME**

Applicants and residents shall be required to furnish proof of their statements when required by

the RHA to assure accuracy. The RHA must verify the information furnished by the applicant or resident in order to determine eligibility.

## **6. REQUIRED VERIFICATIONS / DOCUMENTATION OF APPLICATION DATA**

It is imperative to verify all claims made by each applicant and/or resident so that proper determination can be made of eligibility, rent and unit size needed. Complete and accurate documentation of all data must be maintained at all times. This includes, but is not limited to:

A. Authoritative written information from all sources concerning income, exclusions, and deductions. Income shall be verified by the source from which it is derived; expenses shall be verified by the recipients of such payments. U.S. Treasury checks will not be photocopied.

B. Reproductions or carbon copies of documents which substantiate the applicant's or resident's claims or a brief summary of the pertinent contents. The summaries shall be signed and dated by the staff member who examined them.

C. Notarized financial statements showing all income, itemized expenses (do not allow costs of business expansion and amortization of capital indebtedness) and net income of every self-employed person.

D. Written records of all data obtained by telephone, personal interview or other means, showing source of information, date and method received, and signature of person who received the information.

E. Birth certificates or driver's license to support claim of age.

F. Social Security disability award letters, pensions and Social Security certification of grant for total and permanent disability or doctor's certification that all conditions of disability or handicap, as prescribed by the Social Security definitions, are present to support any claim of disability

or handicap.

G. Documentary proof to support applicant's claim of living and/or working in Person County.

H. Written documentation from drug abuse treatment facility records as to whether the facility has reasonable cause to believe that the applicant/resident or family member is currently engaging in the illegal use of a controlled substance. This information is requested when the RHA has received information about evidence of prior arrest or conviction, destruction of property, violent activity against another person, or interference with the right of peaceful enjoyment of another resident. Confidentiality of records will be used the same as with other criminal records received by the PHA. Consent forms will be obtained from the applicable family member(s).

I. Bank statements, bank books, stock certificates, and copies of tax returns on real estate, registers of bonds, or any other required documentation of assets value, to support any claims to assets.

J. Copies of official discharge papers from Veterans or Servicemen to support their claim, if applicable.

K. Written records of all determinations of applications for admission and the methods used in making such determinations. The records with respect to applications for admission shall indicate for each application the date and time of receipt; the determination by RHA as to eligibility or the ineligibility of the applicant; when eligible, the unit size for which eligible, the preference rating, if any, and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

L. Sources of information to verify the resident selection criteria may include home visits, contacts with landlords, employers, social workers, parole officers, court records, drug centers, police

department, physicians, and clients.

In the event unfavorable information is obtained relative to the RHA's selection criteria, consideration shall be given to the time, nature and extent of the applicant's or resident's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects, such as:

- (1). Evidence of rehabilitation.
- (2). Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs and the availability of such programs in the locality.
- (3). Evidence of applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

#### **M. Disclosure of income matching information to RHA**

- (1) Public housing residents must disclose to RHA the letter and other information they received from HUD regarding their income (under HUD's income verification initiative).
- (2) The RHA must verify the accuracy of the income data, change rent amounts, or terminate assistance, as appropriate, when public housing residents disclose income information as described in paragraph (1) of this section.

#### **7. SUMMARY OF VERIFIED DATA**

Verification information is to be checked as it is received. If it is incomplete or the income appears to be less than adequate for the family, immediate steps shall be taken to obtain correct and complete information. Every resource available to the RHA shall be used to acquire all of the needed information.

If, during the interview, it becomes obvious that the applicant is ineligible, the

interview/investigation shall be discontinued and the applicant shall be notified of his ineligibility and the reason(s) for it.

A summary of the information shall be prepared immediately to include a determination of eligibility based on the applicant's claim, size of the unit needed, preference status, and rent to be paid.

#### **8. CHECKING FINDINGS PRIOR TO ADMISSION**

At the time an applicant is selected for admission, verification of the applicant's statements, including income, will be made and any necessary adjustments made prior to leasing.

#### **9. ESTABLISHING AND MAINTAINING THE WAITING LIST**

A waiting list will be established by completion of a written application form for admission by each applicant. Eligible applications are maintained in the following order:

A. Family Unit Size

B. Date and Time

A central waiting list will be maintained in a manner, which permits the RHA to select the person at the top of the waiting list for the next available unit and to indicate the following:

Head of Household

Household type (disabled, elderly family)

Unit size and type (handicapped, etc.)

Date and time application was taken

Preference status, if any

Racial extraction of Head

The PHA may divide its waiting list into separate categories for general occupancy projects, for mixed population projects, for projects designated for elderly families, and for projects designated for disabled families, provided that all applicants are given an opportunity to be on the waiting list for any

category of project for which they are qualified.

Documentation must be maintained in each application file to indicate date and time of application, preference status, verification of annual income, assets, assets income, and allowance information; family composition and type, social security numbers of all family members, information used in applicant screening, citizenship or eligible immigration status, letter of eligibility, information indicating when and why the applicant was selected for a unit, a record of the units offered and any rejections, including denial of a preference.

### **Vacant Handicap Units**

When a handicap unit becomes vacant, the RHA, before offering such unit to a non-handicapped applicant shall offer such unit:

(1) First, to a current occupant of another unit of the same project, or comparable projects under common control, having handicaps requiring the accessibility features of the vacant unit and occupying a unit not having such features, or if no such occupant exist, then;

(2) Second, to an eligible qualified applicant on the waiting list having a handicap requiring the accessibility features of the vacant unit.

When offering an accessible unit to an applicant not having a handicap requiring the accessibility feature of the unit, the RHA may require the applicant to agree to move to a non-accessible unit when available.

The waiting list will be updated periodically and at least annually, to maintain a current list of applicants. The applicants will be contacted to determine their continued interest in obtaining housing.

If the applicants do not respond by the date indicated in the letter or the applicants may have moved and left no forwarding address, the application will be removed from the waiting list.

## **10. WRITTEN SYSTEM OF PREFERENCES FOR SELECTION**

The RHA shall not, on account of race, creed, national origin, color, sex, age, handicap, or religion deny to any family the opportunity of applying for admission, nor shall it deny to any eligible applicant the opportunity of leasing or renting a unit suitable to its need in the RHA development.

A. Residents shall be selected from among eligible applicants whose family compositions are appropriate to the available units and who also meet any adopted preferences and priorities and the Deconcentration Rule.

B. Applicants will be selected within each bedroom size and within bedroom size by date and time, in the following order based on information provided by applicant:

**PREFERENCES:**

**DATE AND TIME ONLY**

**Provided however, the provisions of the de-concentration rule contained within this policy, shall supercede the selection of applicants based on date and time, and will allow the RHA to skip over families on the waiting list to accomplish this goal.**

The RHA may admit 50% of applicants in any one 12-month period that are non-preference applicants. The number within this category shall not exceed the 50% exception at the end of the 12-month period, which is January 1 through December 31 each year. Each case shall be verified and documented including the date and time of application.

**11. Mixed Population Developments.** The RHA will extend preference to Elderly Families and Disabled Families equally in determining priority for admission to mixed population developments. RHA will not establish a limit on the number of elderly families or disabled families who may be accepted for occupancy in a mixed population development. A mixed population development is a public housing development, or portion of a development, that either was reserved for elderly and disabled families at its inception (and has retained that character), or was approved by HUD for

preference in tenant selection to elderly and disabled families.

In offering available units to elderly families and disabled families in mixed population projects, the RHA should first offer units with accessible features to persons with disabilities who require the accessibility features of the unit.

Applicants may claim a preference when they initially apply for admission or at any time while they are on the waiting list. At the time an applicant is selected for a unit, RHA will request written verification from the appropriate agency or person to document the applicant's claim of a selection preference.

## 12. TENANT SELECTION POLICIES AND PROCEDURES

In addition to policies, regulations, preferences and priorities established by the RHA for eligibility and admission to its developments, the RHA has adopted and implemented policies and procedures embodying standards and criteria for tenant selection. In selecting residents from among eligible applicant families for the composition and size appropriate to available units, the RHA will take into consideration the needs of individual families for low rent housing and the statutory purpose in developing and operating socially and financially sound low income housing developments that provide a decent home and a suitable living environment and fosters economic and social diversity in the resident body as a whole. Selection will be in such a manner as:

- a. To avoid concentration of the most economically and socially deprived families in one or all of the developments operated by the RHA.
- b. To preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the residents or the environment.
- c. To maintain a resident body in each development composed of families with broad ranges of incomes and rent paying abilities which are generally representative of the ranges of

incomes of low income families in the RHA's area of operation as defined by State law.

**NOTE:** No priority for admission will be given on the basis of income to families whose income is greater than the Very Low Income Limits, except under the RHA's Deconcentration Policy.

### **13. TENANT SELECTION PLAN**

Assignment of applicants and units must be conducted in accordance with this Tenant Selection and Assignment Plan that meets HUD requirements and approval. Unit assignments must be in sequence and must be based on the type of project, size and type of unit required; and date and time of application.

The applicant at the top of the community wide waiting list will be offered a suitable unit. If such offer is rejected, the application shall be moved to the bottom of the waiting list. If the applicant presents satisfactory evidence to RHA that acceptance of an offered unit would result in undue hardship which is not related to race, creed, national origin, age, sex, religion, disability, familial status, or language, then the applicant would not be considered to have been offered a unit, and the refusal would not count as a rejection.

The provisions of the Deconcentration rule and Income Mixing requirements contained within this policy shall supercede the above selection of applicants, when necessary to meet RHA's goals.

An applicant, who is dropped from the waiting list because a disability interfered with the ability to respond to a RHA request, can be reinstated as a reasonable accommodation.

An applicant will be by-passed on the waiting list if under investigation for fraud, by any government agency, until the applicant is convicted or acquitted.

Every application shall contain a record of every unit offered, identification of the development and the unit, the date of each offer, and rejection or acceptance of the unit. The RHA shall not discriminate nor deny admission to a particular group or category of eligible applicants such as

families with children born out of wedlock, or unwed mothers, nor deny an eligible family the opportunity to lease a unit suitable to its needs in any development of the RHA.

The waiting list will be updated periodically and at least annually, to maintain a current list of applicants. The applicants will be contacted to determine their continued interest in obtaining housing. If the applicants do not respond by the date indicated in the letters or the applicants may have moved and left no forwarding addresses, the applications will be removed from the waiting list.

These Policies and any amendments thereto have been adopted by the Board of Commissioners, publicized by posting copies in each office where applications are taken, and upon request, copies will be furnished to applicants or residents. The policies provide for verification and documentation of any information relevant to acceptance or rejection of applicants, including documentation and verification of citizenship and eligible immigration status.

#### **14. ELIGIBLE /INELIGIBLE APPLICANTS**

##### **(a) Eligible Applicants**

**(b)** Applicants determined to be eligible for admission shall be promptly notified of their eligibility status and shall be given an approximate date on which he/she may expect to be offered housing. This notice may be given either in writing or verbally but the application must be documented to show when and how the notice was given.

**Ineligible Applicants** Ineligible applicants will be promptly notified of the basis for the determination, and of their right to an informal review of the determination. Upon request by the applicant and within a reasonable time after determination is made, the RHA will provide an opportunity to the applicant for an informal review of such determination. Where denial of occupancy is based on a criminal record, the RHA will provide the applicant with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

## **15. ORIENTATION OF FAMILIES**

Upon determination by the RHA staff that an applicant is eligible, then the process of housing the family begins. It is mandatory that the applicants attend an orientation session in order to qualify for housing with the RHA, so the family is sent a notice to attend an orientation session. These sessions basically are conducted in individual sessions. Applicant families at the top of the waiting list for each bedroom size are notified of the date and time for the orientation session.

During the orientation, the applicant is introduced to the Public Housing Program and discussion of such items as the terms of the Lease, who can live in the unit, how rent is calculated, reporting changes in income and family composition, reexamination procedures, physical inspections, non-payment of rent, evictions, grievance procedures, violation notices, One Strike Policy, any house rules, utility allowances, if applicable, excess utilities, security deposit, and other charges under the Lease, unit size, pet policy, terms of occupancy, and the date of admission. Also discussed are the types of transfers, interim changes in rent and family composition, Tenant Oriented Notices, Fair Housing and Equal Opportunity requirements and how it affects them, maintenance charges, Complaint Procedures, Tenant Selection Policy, and other policies and requirements deemed necessary. The family is required to sign the orientation Checklist showing that the above items were discussed with them and they clearly understood items discussed. If the applicant fails to attend two (2) consecutive sessions, the application will be placed in the inactive files. Once the applicant has attended orientation, they are ready for a unit when one is available.

When the eligible applicant's name reaches the top of the waiting list, the applicant will be offered a unit. The applicant shall be given an opportunity to inspect the unit prior to Lease execution.

If the applicant fails to keep any of the above appointments without good cause, the application will be placed in the inactive files and the family may be required to reapply for assistance. No family

will be housed if they have not attended orientation. Applicants who provide prior notice of an inability to attend orientation will be rescheduled for another orientation session.

## **16. LEASING**

A Lease shall be executed in duplicate, PRIOR TO ADMISSION, by the family head, spouse, and all other adult members of the household accepted as a resident family, and by the Executive Director or his designated representative. The original Lease shall be retained by the RHA, as part of the family's permanent records, and an executed copy shall be furnished the family. Each Lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent charged, utility allowances, the security deposit, other charges under the Lease, and the terms of occupancy. The Lease shall be explained in detail to the applicant family **BEFORE EXECUTION**. It shall be kept current at all times.

A new Lease shall be executed by both parties when a family transfers from one unit to another. When the RHA receives a request for another family member to become "Head of Household", a new Lease shall be executed if the request is approved. The request will not be deemed approved until the new Lease is executed by the resident and the RHA.

During the tenure of the Lease Agreement, changes in rent shall be made by a written, dated and signed Notice of Rent Adjustment, which shall become a part of the existing Lease.

## **17. SUBSIDY STANDARDS**

The following standards shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing. These standards may be waived only when necessary to achieve or maintain full occupancy and after every effort has been made to stimulate applications from families appropriate to the existing vacancies, or in case of reasonable accommodations for a person with disabilities or emergencies, and at the discretion of the Executive

Director. Eligible families of the most nearly appropriate size then shall be assigned to the vacancies with the written understanding that such families will be transferred to units of the appropriate size as soon as such units become available.

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

Assignments shall be made so that persons of the opposite sex, (other than head, spouse, and infants), persons of different generations, children three years and older, and unrelated adults shall have separate bedrooms. A two-person family involving a husband and wife shall not be eligible for a 2-bedroom unit unless there are medical reasons that require separate bedrooms. Children will not be required to share a bedroom with their parents except with the possible exception of infants. When determining unit size, the RHA will include all children anticipated to live in the unit including:

Foster children

Children expected to be born to pregnant women

Children whose custody is being obtained by an adult member of the applicant family

Children who are in the process of being adopted by the applicant

Children who are temporarily absent from the family because of placement in foster care.

A live-in attendant may be assigned a separate bedroom.

A separate bedroom may be assigned to a handicapped or disabled family member.

#### **Child Custody**

(1) If an applicant claiming a child as a family member does not have full custody of the child, or if the child lives only part of the time with the applicant, the RHA must make a determination whether to count the child as part of the applicant's family. The RHA may consider custody and the amount of time the child spends with the applicant in making this decision.

(2) If the child does not currently reside with the applicant, the RHA may consider the child to be part of the applicant's family if there is evidence that the child would reside with the applicant if the applicant were admitted to public housing.

(3) The same child cannot be counted more than once (i.e., to make two single applicants each qualify as a "family").

(4) If the child is determined to be part of the family, the child is a full family member and has the same status in determining income and deductions that any other child would have.

#### **18. PHYSICAL INSPECTIONS**

Prior to admission, semi-annually, annually, and when the unit is vacated, the resident shall make a physical inspection of the unit with a duly authorized RHA Representative. The Housing Quality Standards Inspection Form shall be used to inspect the unit and shall be signed by the family head and the designated RHA Representative. The Inspection Form shall be executed in duplicate. The RHA shall retain the original copy and a copy will be furnished the family, showing the condition of the unit and the equipment provided. The initial inspection report shall serve as the basis for determining maintenance charges to be passed on to the family.

When a resident is transferred, an inspection will be done on the vacated unit to be sure it is left

in a reasonably clean manner. If the resident fails to clean the vacated unit in a reasonable manner, all extra cleaning services and damages other than normal wear and tear will be assessed and will be payable as defined in the Lease Agreement and in accordance with the Maintenance Charge List.

## **19. ANNUAL REEXAMINATION OF ELIGIBILITY**

A. (i) For families who pay an income-based rent or ceiling rent, the RHA shall reexamine the income, family composition and other circumstances of these families in occupancy at least annually, and more frequently if necessary, to determine whether the rental amount paid by the resident shall be increased, decreased or remain the same, whether the size of the unit occupied by the resident is appropriate to the resident's needs, and to assure that residency in the Roxboro Housing Authority is restricted to families meeting the eligibility requirements for continued occupancy.

(ii) For families who choose flat rents, the RHA must review the income of the family in accordance with RHA's established policies, at least once every three years.

(iii) For all families who include nonexempt individuals, RHA must determine compliance once each 12 months with community service and self-sufficiency requirements.

## **B. EFFECTIVE DATE OF ANNUAL REEXAMINATION**

The effective date of annual reexamination of each family is May 1 each year.

The refusal of the resident to attend the scheduled annual reexamination or furnish the information required by RHA in a timely manner, is considered grounds for Lease termination.

C. When requested by the RHA, the family agrees to furnish accurate and timely information in order to determine if the family is eligible for continued occupancy. The family will complete an Application for Continued Occupancy when notified to do so by the RHA. Verifications, Consent Forms, and Certifications will be obtained, and determinations made in accordance with the approved RHA Rent Schedule and this Occupancy Policy. The family will be notified in writing 30

days prior to the effective date of reexamination of any changes in eligibility, rent or unit size and of any misrepresentation or any Lease violations revealed by the reexamination, and the corrective action to be taken. **The resident agrees to comply with the RHA request for verifications by signing the release forms for third-party sources, presenting documents for review, or providing other suitable forms of verification.**

D. The same criteria of resident suitability that RHA uses for applicants, shall be used for evaluating a person joining a family already in occupancy, or a remaining member of the household, to determine if that person should be allowed to continue in occupancy. The RHA will make a determination as to whether or not the person meets the criteria prior to adding the persons name to the family's Lease or executing a new Lease with the remaining family member.

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

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

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

H. If the family causes an undue delay in the reexamination process, RHA will implement any rent increase retroactive to the effective date of reexamination. Rent decreases due to a delay caused by the family, will become effective the first day of the month following completion of the reexamination process.

I. The resident will accept a Notice of Rent Adjustment as an amendment to his/her Lease. This Notice will advise the family of the opportunity for them to request a hearing regarding the change.

## **20. TEMPORARY RENTS**

If it is impossible to obtain verifications to complete determinations prior to the date of admission or reexamination, a Temporary Rent shall be established based on information furnished on the application. The resident will be sent a written Notice of Temporary Rent, stating the amount of rent to be paid, pending verification of income and determination of the appropriate rent. The Notice must state that when the correct rent is established, the rent will be retroactive to the date of admission or reexamination. Any overpayments will be credited to the resident's account and underpayments will be assessed the resident. A signed and dated copy of this Notice shall be kept in the resident's file.

## **21. SPECIAL REEXAMINATIONS**

If due to instability of family income and/or family composition, it is impossible to determine annual family income reasonably accurately, a temporary determination of income and rent is to be made and a Special Reexamination shall be scheduled for 30, 60, or 90 days, depending on the circumstances. The resident shall be notified in writing of the effective date of the Special

## Reexamination.

If the family income can be estimated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income still cannot be made, another Special Reexamination shall be scheduled for 30, 60, or 90 days until a reasonable estimate can be made. Rents determined at Special Reexamination shall be made effective the first of the month following the final determinations.

## 22. INTERIM REDETERMINATIONS OF RENT

During the period between Annual Reexamination, the resident will be on a modified interim reporting basis. This means the resident need only report changes in total family income or family composition that result in a lower rent except as follows:

- (1) Loss or addition to family composition due to birth, death, marriage, divorce, separation, removal or other continuing circumstances, and inclusion of the income, if any, of such family member;
- (2) Income of current family member who becomes employed and/or income of family member who turns 18 years of age during the year;
- (3) Commencement, discontinuance, or alteration of any periodic payments such as welfare payments, SSI, Pensions or Social Security;
- (4) Any type of new income to the family household that was not previously reported;
- (5) To correct an error in connection with a previous rent determination.

Once the resident's rent is adjusted downward, the resident will be notified in writing that he/she must report any and all changes in total family income and/or composition until the next reexamination. These changes must be reported to RHA within ten (10) days after the occurrence, **It is the resident's responsibility to report changes in family income and/or composition. Failure to**

**report the changes are grounds for Lease termination.**

**NOTE:** Any changes in family income or other circumstances that result in adjustment in rent must be verified.

Residents who have disputes with the RHA's interim policy or results of an interim adjustment have the right to an informal hearing.

Interim changes in rent may be made by the RHA if necessitated by changes in the posted Schedule of Utility Allowances, and to correct any errors made in income and rent computations.

If it is determined that the resident did not report accurately and on a timely basis (within 30 days of the change) so that the resident is paying less rent than should have been charged, the resident may be required to vacate. The resident will be required to pay the difference between the rent paid and the amount that should have been paid within a reasonable time as established by the Director.

Rent adjustments due to any of the above will result in the RHA mailing or delivering a Notice of Rent Adjustment to resident which shall automatically constitute an amendment of this Lease without further signature by either party.

If management determines that a resident intentionally or deliberately misrepresented their income, assets, child care, or family composition, which resulted in their being classified as eligible when in fact they were ineligible, and such misrepresentation was substantial, the resident will be given notice of eviction at the time the misrepresentation is discovered, whether the resident is or is not eligible at the time the misrepresentation is discovered. The resident has the right to request a hearing in accordance with the Grievance Procedure.

#### **Treatment of Income Changes Resulting From Welfare Program Requirements.**

(1) **Reduction in welfare assistance.** The RHA must not reduce the annual income of a family residing in public housing because of a reduction in the family's welfare assistance specifically

because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activity requirement.<sup>1</sup> A reduction in welfare assistance is not to be treated as failure to participate in an economic self-sufficiency program or to satisfy a work activities requirement if the reduction results from:

- (a) The expiration of a lifetime limit on receiving benefits;
- (b) When a family has sought but cannot find employment; or
- (c) The family has complied with welfare program requirements but loses welfare because of a durational time limit such as a cap on welfare benefits for a period of no more than two years in a five-year period.

(2) **Verification.** When a family requests a rent reduction based on a reduction in family income from welfare, the RHA must obtain written verification from the welfare agency of the basis for the reduction. If the reduction is specifically the result of the family's failure to participate in an economic self-sufficiency program or comply with work activities requirements or fraud by the family, the RHA must not reduce the family's rent.

(3) **Requests for hardship** are ineligible if they are due to reduced welfare assistance resulting from Fraud, Failure to participate in Economic Self-Sufficiency Program, or Failure to comply with work activities requirement.

(4) **Notification to Families.** The RHA must notify families who are adversely affected by the requirements of this section that they have the right to review through the RHA's grievance procedure without paying a deposit in escrow.

#### **Minimum Rent.**

A family must pay at least a minimum rent established by the RHA of \$25.00. The minimum rent includes tenant rent plus any utility allowance. RHA will grant an exemption from

payment of this minimum rent if the family is unable to pay that rent as a result of financial hardship as described herein.

### **Hardship Exemption**

The RHA has established a minimum rent of \$25.00 for residents. In situations where paying this minimum rent results in hardship circumstances for the resident, the following statutory minimum rent, hardship exemption policies have been established:

(1) If a family paying the minimum rent of \$25.00 requests a hardship exemption, the minimum rent requirement is immediately suspended beginning the month following the hardship request, until a determination is made that there is a hardship, as covered by the statute, and the hardship is either temporary or long term.

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

(3) If the RHA determines that there is no qualifying hardship exemption, the RHA will reinstate the minimum rent including the back payment for minimum rent, from the time of suspension, on terms and conditions outlined in a notice to the family.

(4) If the RHA determines that there is a qualifying hardship, but that it is temporary, RHA will reinstate the minimum rent from the time of suspension. The family cannot be evicted for nonpayment of the amount of minimum rent in excess of tenant rent otherwise payable during the 90-day period beginning on the date the family requested an exemption. The RHA will offer the family a reasonable repayment agreement for amount of back rent owed.

(5) If the RHA determines that there is a qualifying long-term financial hardship, the RHA will exempt the family from the minimum rent requirements.

(6) Proper verification and documentation will be obtained and maintained in the files.

(7) All determinations are subject to the RHA's Grievance Procedure

(8) Examples of financial hardships include the following situations:

(a) The family has lost eligibility for and is awaiting an eligibility determination for a Federal, State, or local assistance program;

(b) The family would be evicted as a result of the imposition of the minimum rent requirement;

(c) The income of the family has decreased because of changed circumstances, including loss of employment;

(d) A death in the family has occurred; and

(e) Other circumstances determined by RHA.

**Appeal of financial hardship determination.** A family who appeals a financial hardship determination through the public housing grievance procedure is exempt from any escrow deposit that may be required by the regulations governing these procedures.

### **23. INCREASES IN RENT:**

Increases in rent are to be made effective the first of the second month following the month in which the change occurred, unless the rent increase results from a finding of intentional misrepresentation, then the increased rent shall be retroactive to the appropriate date.

### **24. DECREASES IN RENT:**

Decreases in rent are to be made effective the first of the next month following the change in income except that in the correction of errors, decreases shall be retroactive to the date of the error.

However, no decrease shall be made until adequate documentation to justify the decrease has been received.

At the discretion of the Executive Director, temporary adjustments may be made subject to verification of the decrease. In case of PHA errors, decreases shall be retroactive to the date of the error.

Once the resident's rent is adjusted downward, the resident must report any and all changes in total family income and family composition within ten days after the changes are incurred, and until the next reexamination.

## **25. RENT POLICIES**

**(A) Rent Choices.** The amount payable monthly by the family as rent to the RHA is the rent selected annually by the family from the options offered under the RHA's rent policies.

The options include:

**(1) Flat Rent.** A flat rent is the amount of tenant rent based on the market value of the unit, as determined by the RHA.

**(2) Income-Based Rent.** An income based rent is the amount of tenant rent based on the family's income, as determined by the RHA, and the RHA's rent policies, which may specify a percentage of family income, a schedule of amounts, or another feasible system. The income based rent, including any applicable utility allowance must not exceed the total tenant payment.

**(B) Information for Families.** RHA must provide sufficient information to families so that they can make informed choices about its rent options. Such information must include at least the following:

- (1)** The dollar amount of tenant rent for the family under each option; and
- (2)** The RHA's policies on switching type of rent in circumstances of financial hardship.

(C) **Changing type of rental payment.** If RHA determines that the family is unable to pay the flat rent because of financial hardship, the RHA must immediately switch the family's rental payment from flat rent to income-based rent.

(D) **Written policies on financial hardship.** The RHA's written policy on determining financial hardship circumstances is outlined in Section 23 of this Policy.

## **26. TOTAL TENANT PAYMENT**

Total Tenant Payment is the highest of the following amounts, rounded to the nearest dollar:

- (1) **30 PERCENT OF THE FAMILY'S ADJUSTED MONTHLY INCOME;**
- (2) **10 PERCENT OFF THE FAMILY'S GROSS MONTHLY INCOME**
- (3) **\$25.00 PHA ADOPTED MINIMUM RENT**

## **FLAT RENTS**

A flat rent is the amount of tenant rent based on the market value of the unit, as determined by RHA. The flat rent is designed to encourage self-sufficiency and as an incentive for families to remain in public housing while attempting to become economically self-sufficient. The tenant has a choice of choosing the rent based on income or the flat rent established by RHA.

The Roxboro Housing Board of Commissioners adopted the following flat rents on May 3, 2000.

<b>Bedroom Size</b>	<b>Flat Rents</b>
0 BR	\$292.00
1 BR	\$308.00
2 BR	\$405.00 ✓
3 BR	\$466.00
4 BR	\$521.00

5 BR

\$571.00

**NO RESIDENT WILL PAY LESS THAN THE MINIMUM RENT OF \$25.00 PER MONTH AS ADOPTED BY THE BOARD AS THEIR TOTAL TENANT PAYMENT.**

This means that families paying zero rent or a rent of less than \$25.00 will be charged a Minimum Rent of at least \$25.00, except under the following circumstances:

- (1) A family is given a minimum rent hardship exemption, or
- (2) A family's utility allowance is greater than the Total Tenant Payment

## **27. RENT INCREASE LIABILITY**

(1) **Self-Sufficiency Incentives – Limit On Rent Increases:** The RHA will not increase the annual income of an eligible family as a result of increased income due to employment during the 12-month period beginning on the date on which the employment commenced. Eligible families are those that reside in public housing and;

- (a) Whose income increases as a result of employment of a family member who was previously unemployed for one or more years;
- (b) Whose employment income increases during the participation of a family member in any family self-sufficiency or other job training; or
- (c) Who is or was, within 6 months, assisted under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by RHA in consultation with the local TANF Agency, and whose earned income increases.

(2) **Phase-in of rent increases.** Upon expiration of the 12-month period described in paragraph (1) of this section, the rent payable by a family may be increased due to continued employment of a family member except that for the 12-month period following expiration of the

12 month disallowance, the increase may not be greater than 50 percent of the amount of the total rent increase.

For purposes of this section, "previously unemployed" includes a person who has earned, in the previous twelve months, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

(3) **Individual Savings Accounts.** As an alternative to the disallowance of earned income described in paragraph (1) of this section, or the phase-in-of rent increase described in paragraph (2) of this section, RHA may provide for individual savings accounts for residents who pay an income based rent, in accordance with a written policy, which must include the provisions outlined in Section 5.612 (c)(1) through (6) of HUD regulations.

## **28. SECURITY DEPOSIT**

The amount of Security Deposit is \$200.00. The family shall have the option of paying the full amount of deposit on the occupancy date or in monthly installments of \$40.00 until the full amount of \$200.00 has been paid; the first such payment being due on the occupancy date.

The amount of security deposit will remain the same unless the security deposit policy is changed by Board resolution.

The security deposit will be returned to the resident within 30 days after vacating provided:

- (a) All rents and other charges are paid;
- (b) The unit and equipment have been inspected by the RHA and found to have been left clean;
- (c) There is no damage to the unit or equipment beyond normal wear and tear;
- (d) The keys to the unit and mailbox are returned to the management office.

(e) A fourteen (14) day notice is given before move-out.

(f) The resident has left a forwarding address.

The security deposit may not be used to pay rent and other charges while the resident is in occupancy. The RHA will use the security deposit at the termination of the Lease to pay the cost of rent or other charges owed by tenant, or to reimburse RHA for repair costs beyond normal wear and use and from intentional or negligent damages to the unit caused by the tenant, household members or guests. The RHA will furnish the tenant with a written statement of any charges deducted from the security deposit.

The RHA shall not charge a higher security deposit for tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.

The security deposit will be deposited in a savings account at the following financial institution: \_\_\_\_\_.

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

## **29. MISREPRESENTATION BY THE RESIDENT**

If a resident is found to have made misrepresentations at any time which resulted in his being classified eligible, when in fact, he was ineligible, he may be required to vacate, even though he may since have become eligible. If such misrepresentation resulted in his paying a lower rent than was appropriate, he shall be required to pay the difference between the actual payments and the amount, which should have been paid. In justifiable cases, the RHA may take such other action, as it deems necessary.

If it is found that a resident is paying less rent than he should have been paying, and this is due to an error by the RHA, the rent shall be adjusted and the resident charged the correct rent. The resident shall not be charged any retroactive rent due to an error by the RHA.

### **30. TRANSFER POLICY**

Transfers shall be made to correct occupancy standards and shall take precedence over new admissions. Residents shall not be transferred to a unit of equal size within a development, except for alleviating hardships as determined by the Executive Director or his officially designated representative.

If it is found that the unit size is no longer appropriate to the family's needs, the RHA shall send the family written notice to transfer to the correct size unit in accordance with the Subsidy Standards adopted within this Occupancy Policy. The family agrees to transfer to another unit of the appropriate size or design. Transfers shall be made to correct occupancy standards and shall take precedence over new admissions. Insofar as is possible, transfers to meet subsidy standards shall be made within a development. If the development has no units large enough or small enough for a family, the family shall be transferred to an appropriate unit in another development.

(1) If a resident makes a written request for special unit features because of a documented disability or handicap, the RHA will either modify the resident's unit depending on cost reasonableness, or offer to transfer the resident to another unit with the requested features.

(2) If a resident without disabilities or handicap is housed in a unit with special features and another family with disabilities should need the unit, the family without disabilities must transfer to another unit without such features, upon appropriate notice and at the RHA's expense.

(3) The RHA may move a resident into another unit if it is determined necessary to rehabilitate or demolish the resident's unit.

(4) Before a family can be transferred a RHA representative will conduct a pre-move out

inspection on the present unit of the family. If this inspection reveals excessive damage to the unit, beyond normal wear and tear, and a housekeeping problem is present the resident will be denied a transfer. Proper notice of at least 48 hours will be issued to the resident to let them know of the planned inspection.

(5) Damages to the unit will be repaired and the resident charged accordingly. Housekeeping conferences will be scheduled and attendance is mandatory. Within six months a re-inspection will be performed, and if marked improvement is noted, then the resident will be put back on the transfer list.

(6) Involuntary transfers are subject to the Grievance Procedure and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.

(7) Transfers for the convenience of the resident may be permitted because of such reasons as the health of the resident or the proximity of the resident's job. The cost of such transfers will be borne by the resident. In the case of voluntary transfers, the resident shall be given adequate notice to move when the proper unit is available. RHA will permit the resident to postpone the transfer to the end of the school year, if requested by the family.

(8) Residents will either be reimbursed for the costs incurred due to involuntary transfers or the RHA will provide moving services.

Transfers of residents to units shall be made without regard to race, color, creed, national origin, religion, handicap, sex, age, or familial status.

### **31. TERMINATION AND EVICTIONS**

All Lease terminations and evictions will be processed in accordance with the RHA's current Lease and Grievance Procedure. The RHA's Lease and Grievance Procedure is incorporated into this policy by reference.

The Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill the resident's obligations, or for other good cause. The RHA shall give written notice of the proposed termination, stating the specific reasons for the termination and informing the resident of his/her right to make such reply as he/she may wish, and of the resident's right to examine RHA documents that are directly relevant to the termination or eviction.

When the RHA is required to give the resident the opportunity for a grievance hearing, the notice shall inform the resident of his/her right to request such a hearing and the procedure to be followed in obtaining such a hearing, as outlined in the RHA's grievance procedure.

If a hearing is held and the decision of the hearing officer is in favor of the RHA, a Notice to Vacate shall be issued in writing and specify that if the resident fails to quit the premises within the applicable statutory period, or on the termination date stated in the Notice of Termination, whichever is later, appropriate action will be brought against the resident.

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

1. Name of resident, number and identification of the occupied unit;
2. Date and copy of Notice to Terminate or Vacate and any other notices required by State or local law; These Notices may be on the same form and will run concurrently;
3. Specific reason(s) for the Notices (i.e. if a resident is being evicted for undesirable actions, the record shall detail the actions for which the eviction has been instituted and the section of the lease violated); and other facts pertinent to the issuing of the Notices described in detail.
4. Date and method of notifying resident of reasons and showing a summary of any conferences with resident, including dates, names of conference participants and conclusions;

5. Dated and signed records of minutes of any hearing held;
6. Date and description of final action taken;
7. Date and copy of Notice to Vacate.

### SECTION III

### OCCUPANCY PROCEDURES

#### 32. RECEIPT OF APPLICATIONS.

Each application constitutes the basic legal record, which supports the RHA's determinations of eligibility status, rent and unit size for which the applicant and/or resident is qualified. The application for admission also constitutes the basis for establishing the applicant's priority status for selection. The following procedures shall be followed in processing all applications:

A. All entries by applicants and RHA personnel are to be made in ink, ballpoint pen or typed.

B. Any changes are to be made by drawing a single line through the original entries and entering the correct data. The reason and authority for each change shall be noted in the record, which then shall be dated and initialed by the person making the change.

C. The date and time of receipt of each application for admission shall be shown in the top right hand corner of the application.

D. When the applicant/resident and interviewer have insured that every blank is complete (exclusive of those provided for RHA determinations), both shall sign and date the application in the appropriate spaces. No blanks shall be left open; those, which are inapplicable to a particular applicant/resident, shall be completed with NA (not applicable), "NO" or "NONE".

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

F. Each applicant determined eligible for admission should be notified in writing of

his eligibility status and the approximate date of occupancy insofar as that date can be reasonably

determined.

G. The active applications and all materials relating to them are to be kept current at all

times and shall be arranged in the following order:

1. Applications Pending Verification

a. Bedroom size needed

b. Alphabetical sequence

2. Eligible Applications

a. Bedroom size needed

b. Date and Time

All active applications shall be purged annually. Letters will be sent to each applicant family

inquiring of their continued interest and giving them a specific date to respond or the application will be

retired from the active files. Undelivered letters with their envelopes shall be attached to the respective

applications as evidence of the unsuccessful efforts to locate the applicants. Each retired application

shall be documented with the date of retirement, the reason, and the initials of the person making the

determination. It shall show the dates of any telephone calls, personal contacts and the results.

Inactive and Ineligible Applications should be filed in alphabetical order by years in which

deactivated or determined ineligible. Applications that have been inactive for six (6) months or longer

will be disposed of. These applicants must reapply if interested at a later date.

### 33. ANNUAL INCOME DEFINITION

(A) ANNUAL INCOME MEANS all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any

other family member, or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph "C" of this section.

(4) Annual Income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

**(B) ANNUAL INCOME INCLUDES, but is not limited to:**

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

(2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Services regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (B)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000 annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) 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 (except as provided in paragraph (C) (13) of this section);

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

(6) Welfare Assistance

(i) The amount of reduced welfare income that is disregarded specifically because the family engaged in fraud or failed to comply with an economic self-sufficiency or work activities requirement.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance to be included as income shall consist of:

(a) The amount of the allowance or grant exclusive of the Amount specifically designated for shelter or utilities; plus

(b) The maximum amounts that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph (B)(6)(ii) shall be the amount resulting from one application of the percentage;

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling unit;

(8) All regular pay, special pay and allowance of a member of the Armed Forces (except as provided in paragraph (C) (6) of this section);

(9) Relocation Payments

**(C) EXCLUSIONS FROM ANNUAL INCOME.**

Annual Income does not include the following:

(1) Payments received for the care of foster children or foster adults (usually people with disabilities, unrelated to the tenant family, who are unable to live alone);

(2) 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; (except as provided in paragraph (B) (5) of this section);

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

(4) Income of a live-in-aide;

(5) The full amount of student financial assistance paid directly to the student or to the educational institution;

(6) The special Pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(7) (i) Amounts received under training programs funded by HUD;

(ii) 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);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment,

clothing, transportation, child care, etc.), and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the 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;

(v) 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;

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

(9) 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;

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

(11) Adoption assistance payments in excess of \$480 per adopted child;

(12) (i) The earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable

Federal, State, or local law during the exclusion period. (This deduction is for public housing only.)

(ii) For purposes of this paragraph, the following definitions apply:

(a) **Comparable Federal, State or local law** means a program providing employment training and supportive services that:

- (1) Is authorized by a Federal, State or local law;
- (2) Is funded by the Federal, State or local government;
- (3) Is operated or administered by a public agency; and
- (4) 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 12 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** means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job;

(13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;

(14) 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;

(15) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the

developmentally disabled family member at home; or

(16) Amounts specifically excluded by any other Federal statute from consideration as income, for purposes of determining eligibility or benefits under a category of assistance programs that includes, assistance under any program to which the exclusions set forth in 24 CFR 5.609 (c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying benefits that qualify for this exclusion. Updates will be published and distributed when necessary

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

**Shorter Period of Income.** If it is not feasible to anticipate a level of income over a shorter period, it may be annualized, subject to a redetermination at the end of the shorter period.

#### **(D) FEDERAL EXCLUSIONS**

1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7U.S.C.2017(b));
2. Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5004(g), 5058);
3. Payments received under the Alaska Natives Claims Settlement (43 U.S.C.1626(c));
4. Income derived from certain submarginal land of the United States that is held in fee for certain Indian tribes (25 U.S.C. 459(e));

5. Payments or allowances made under the Department of Health and Human Services Low Income Home Energy Assistance Program (42 U.S.C.8624(f));

6. Payments received under programs funded in whole or in part under the Job Training Partnership Act (20 U.S.C. 1552(b));

7. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub.L.94-540,90 Stat.2503-04);

8. The first\$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C.1407-08), or from funds held intrust for an Indian Tribe by the Secretary of Interior (25 U.S.C.117(b),1407);

9. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal Work-Study Program or under the Bureau of Indian Affairs student assistance programs (Effective date of October 1, 1992) (20 U.S.C. 1087 (uu));

10. Payments received from programs funded under Title V of the Older American Act of 1965 (42 U.S.C. 3056(f));

11. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the IN RE AGENT ORANGE product liability litigation M.D.L. No. 381 (E.D.N.Y.);

12. Payments received under the Maine Indian Claims Settlement Act of 19809 Pub.L. 96-420,94 Stat.1785);

13. The value of any child care provided or arranged(or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990(Effective date; November 4, 1992), (42 U.S.C. 9858q);

14. Earned Income Tax Credit (EITC) refund payments received after January 1,1991, (26

U.S.C. 32(j)).

**(E) PROGRAMS UNDER THE DOMESTIC VOLUNTEER SERVICES ACT**

**INCLUDE:**

1. VISTA - Volunteers in Service to America
2. RSVP - Retired Senior Volunteer Program
3. SCORE - Service Corps. of Retired Executives
4. FGP - Foster grandparents
5. SCP - Senior Companions Programs
6. ACES - Active Corps of Executives

**(F) PROGRAMS UNDER TITLE IV OF THE HIGHER EDUCATION ACT OF**

**1965 INCLUDE:**

1. Basic Educational Opportunity Grants (Pell Grants)
2. Supplemental Opportunity Grants
3. State Student Incentive Grants
4. College Work Study
5. Byrd Scholarships

**(G) PROGRAMS UNDER TITLE V OF THE OLDER AMERICANS ACT**

**INCLUDE:**

1. Green Thumb
2. CSEP - Senior Community Services Community Employment Program
3. AARP - American Association of Retired Persons
4. NCOA - National Council on Aging
5. National Council of Senior Citizens (Sometimes called Senior Aides)

6. U. S. Forest Service
7. NCBA - National Caucus Center for Black Aged
8. Urban League
9. National Association for the Spanish Elderly

**(H) "VOCATIONAL WORK ADJUSTMENT TRAINING PROGRAM".**

This program is not State Funded but is a Private Non-Profit Agency. THE INCOME MUST BE COUNTED.

**34. NET FAMILY ASSETS**

Net Family Assets is the Net Cash Value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD Homeownership programs.

Net Cash Value is the dollar amount the family would receive if the asset were converted to cash. The cash value of an asset is determined as follows:

<b>FAIR MARKET</b>		<b>UNPAID</b>		<b>REASONABLE</b>		
<b>VALUE</b>	<b>(Minus)</b>	<b>ENCUMBRANCES</b>	<b>(Minus)</b>	<b>COSTS DUE TO</b>	<b>=</b>	<b>CASH</b>
				<b>CONVERTING</b>		<b>VALUE</b>
				<b>ASSETS TO CASH</b>		

In determining Net Family Assets, the RHA shall include the value of any business or family assets disposed of by an applicant or resident for less than Fair Market Value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, whichever is applicable, in excess of the consideration received therefor.

Business assets are not considered in determining the value of net family assets; however, if

business assets have been disposed of for less than Fair Market Value in the two years preceding the effective date of the reexamination or move-in, the difference between the amount realized and the Fair Market Value is included in Net Family Assets.

**Costs for Disposing of Certain Assets That Must be Verified are:**

Settlement costs for selling Real Property

Brokerage Fees to Dispose of Stocks and Bonds

Interest Penalties for Early Withdrawal of IRAs

Keogh's and Certificates

**A. ASSETS INCLUSIONS:**

**Cash held in savings and checking accounts, safety deposit boxes, homes, etc.**

Generally, for savings accounts, use the current balance and for checking accounts the average balance over the last six months. The RHA may choose to disregard a nominal amount in a family's checking account which is required to meet normal day-to-day needs.

**Trusts.** Include the value of any trust available to the household. (Do not include irrevocable trusts, which are ones that no family member can control.)

**Equity in rental property or other capital investments.** Include the current market value less an unpaid balance on any loans secured by the asset less reasonable costs incurred in selling the asset.

**Stocks, bonds, Treasury bills, Certificates of Deposit, Money Market funds.**

**Individual Retirement and Keogh accounts.** These are included because participation in such retirement savings accounts is voluntary and the holder has access to the funds, even though a penalty may be assessed.

**Retirement and pension funds.**

(a) **While the person is employed.** Include only amounts the family can withdraw without terminating employment.

(b) **At retirement or termination of employment.** If benefits will be received in a lump sum, include the benefits in Net Family Assets. If benefits will be received through periodic payments, include the benefits in Annual Income.

**Lump Sum Receipts.** Include inheritances, capital gains, one-time lottery winnings, and settlements on insurance and other claims. (Do Not include lump-sum receipts that must be counted as income.)

## **B. ASSETS EXCLUSIONS**

Necessary personal property (clothing, furniture, cars, etc.)

Vehicles specially equipped for the handicapped

Irrevocable trust

Interest in Indian trust lands

Jewelry and art (unless held as investments)

## **35. DEFINITION OF ADJUSTED INCOME**

**ADJUSTED INCOME** means Annual Income, as determined by the RHA of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

**A. Mandatory Deductions.** In determining adjusted income, RHA must deduct the following amounts from annual income:

- (1) \$480 for each Dependent
- (2) \$400 for any Elderly Family or Disabled family
- (3) The sum of the following to the extent the sum exceeds three percent of annual

income:

(i) Unreimbursed medical expenses of any elderly family or disabled family;  
and

(ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member with a disability) to be employed;

(4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his other education; and

(5) The amount of any earned income of a family member (other than the family head or spouse) who is not 18 years of age or older.

**B. Permissive Deductions.** The RHA may establish other deductions from annual income but will identify them in this Occupancy Policy or Addendum thereto, and will grant them to every family who qualifies prior to implementation.

### **36. Income Changes Resulting From Welfare Program Requirements**

The annual income of a family residing in public housing will not be reduced because of a reduction in the family's welfare assistance specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement. A reduction in welfare assistance is not to be treated as failure to participate in an economic self-sufficiency program or to satisfy a work activities requirement if the reduction results from:

- (1) The expiration of a life time limit on receiving benefits;
- (2) When a family has sought but cannot find employment; or
- (3) The family has complied with welfare program requirements but loses welfare because of a durational time limit such as a cap on welfare benefits for a period of no more than

two years in a five-year period.

A. **Verification.** When a family requests a rent reduction based on a reduction in family income from welfare, the RHA will obtain written verification from the welfare agency of the basis for the reduction. If the reduction is specifically the result of the family's failure to participate in an economic self-sufficiency program or comply with work activities requirements or fraud by the family, the RHA will not reduce the family's rent.

B. **Notification to families.** The RHA will notify families, who are adversely affected by the requirements of this section, that they have the right to a review through the RHA's grievance procedure without paying a deposit in escrow.

### **37. UTILITIES AND UTILITY ALLOWANCES**

A. **Utilities mean** water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone and Cable TV services are not included as utilities.

B. **Utility Allowances.** The RHA furnishes utilities free of charge to residents in accordance with the Utility Allowance Schedules. The resident agrees to pay for excess consumption, if any, which is in excess of the amount supplied at no charge, as specified in the Lease.

The RHA will not be liable for failure to supply utility services for any cause whatsoever unless RHA 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 the Resident.

### **38. RENT COLLECTION POLICY**

Rents are due and payable on the first (1st) calendar day of each month at the management office. A grace period until the fifth (5th) calendar day of the month is given each resident. Residents who do not pay their rent by the fifth (5th) working day of the month will be sent a Notice of

Termination on the 6<sup>th</sup> working day of the month in accordance with the terms of their Lease. The Notice of Termination gives the resident an additional 14 days to pay rent and other charges due. A late charge of \$10.00 will be added to the monthly rent due.

A \$15.00 charge will be made for each returned check and added to the next month's rental statement. Once a personal check has been returned for insufficient funds, personal checks will no longer be accepted for payment of rent and other charges by RHA. Payments thereafter will be made by money orders only. The entire Rent Collection Policy is posted in the RHA Office.

**Lease termination for late payment of rent will be initiated if the resident receives three (3) Notices of Termination in succession or six (6) times in one year. The resident will automatically receive a 30 day Notice to Vacate.**

**The RHA will not dismiss the action to evict the resident even if the resident makes an offer to pay the rent., and the resident will be required to vacate the unit. All charges are due and collectible upon termination of the Lease.**

**39. Occupancy by Police Officers.** For the purpose of increasing security for the residents of our public housing developments, RHA will allow police officers, who would not otherwise be eligible for public housing, to reside in a public housing unit. RHA will include in its Annual Plan the number, location of the units to be occupied by police officers, and the terms and conditions of their tenancies. A Police Officer is determined by the PHA to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify.

#### **40. TRESPASS POLICY**

It is the policy of the RHA that unauthorized persons may not congregate on, enter on or

remain on RHA premises **WITHOUT THE CONSENT OF THE RHA**. If a resident is charged with any illegal drug activity whether on or off premises, their Lease will be terminated and the individual banned from all premises maintained by RHA. Any guest or visitor charged with illegal drug activity shall be banned immediately. Prosecution for trespassing will be sought should a banned person return to the premises after being forbidden to do so. A complete list of persons banned from RHA premises shall be maintained by RHA and the Police Department. Additionally, a list shall be posted in the management office of each development for review by residents.

**41. ABSENCE FROM UNIT.** Absence means that no family member is residing in the unit. The RHA and the Department of HUD require reporting changes in the family composition. The family is required to report to the RHA if the family will be absent from the unit for more than thirty (30) consecutive days. The resident is required to notify the RHA 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 60 consecutive days, unless approved by RHA.

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

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 60 days, the family will not be considered

permanently absent, provided the family's share of the monthly rent and the utilities payable by the family continue to be paid. However, if there is no chance of the family member returning to the unit within 60 days, the family member will be considered permanently absent, and if this family member is the sole member of the household, the Lease will be terminated after proper notice.

Absences due to family vacations or other reasons that are longer than 1 week must be approved by the RHA in writing. Absences for more than 60 consecutive days due to being in a drug treatment center or imprisonment will be considered permanently absent, unless approved by RHA.

The RHA 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 RHA after review of each particular circumstance.

If 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 RHA. 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 RHA will determine from the appropriate agency when and if the children will be returned to the home. If the time period is more than 180 days or the children have been removed permanently, the name(s) of the absent child or 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.

The family may choose whether to consider a full-time student (other than head or spouse), who attends school away from home but lives with the family during school recesses, temporarily or permanently absent. If the family chooses the full-time student to be permanently absent, the student will not be included on the lease, income of the student will not be included in total income, and the student will not be included in determining unit size for the family.

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.

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

The RHA 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.

**42. VISITORS.** Visitors are permitted by residents, provided they are reported to the RHA within 72 hours of their arrival or prior thereto. Visits not exceeding 14 days may be authorized by the RHA. Written approval at the discretion of the manager, based on the circumstances, must be obtained for guest visits of more than 14 days. Visitors remaining beyond this period shall be considered trespassers and the family head should be guilty of breaching the Lease. The family must prove to the RHA 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. Note: Residents are responsible for the

actions and conduct of their guests in accordance with the Lease.

A. 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 RHA unit. Violation of this provision is grounds for Lease termination.

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

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

D. College students and minors who were part of the family but now live away from home during the school year, and are not considered household members, may visit for up to 90 days per calendar year without being considered a household member during semester/school breaks.

#### **43. Policy Regarding Repayment Of Amounts Owed RHA:**

Applicants who have no other negative comments on previous housing forms except balances owed will be accepted if balances are paid in full. Applicants and former residents who have been evicted for non-payment of rent, poor housekeeping or other lease violations will not be accepted and must wait one (1) year before being able to reapply. After one (1) year if the applicant can provide a good rent paying record from the most recent landlord or Mortgage Company for a period of 12 consecutive months, the application will be processed.

**44. Family Break-Up.** The RHA has the authority to decide which family member(s) continue to reside in the unit should the family break-up. Since in most cases this situation can be very delicate, the RHA will make a decision on a case-by-case basis as to who will continue to reside in the unit. In making the decision, the RHA will consider the interest of any minor children, or of ill, elderly

or disabled family members and remaining family members, or if a family member was forced to leave the unit as a result of actual or threatened physical violence against any family member by a spouse or other household member.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the RHA is bound by the court's determination of which family members continue to receive assistance in the program.

#### **45. CLARIFICATION OF CERTAIN DEFINITIONS AND TERMS**

##### **A. Adult Family Member**

Head and spouse, regardless of age or student status; and all other family members who are 18 years of age or older.

##### **B. Gross wages and salaries, overtime pay, commission and fees**

**Examples:** A construction worker's gross salary and overtime pay

A sales person's gross salary plus commission

Tips and bonuses - A waiter's gross salary plus tips

A factory worker's gross salary plus Christmas bonus

**C. Interest, dividends and net income from real or personal assets** - Dividends and stocks; interest on passbook savings accounts; Interest on Certificates of Deposit; Net income, after expenses, for rental of a property.

In determining net income from the operation of a business or profession, the RHA may deduct an allowance for depreciation on property used in a business or profession. The depreciation allowance must be based on the straight-line method of depreciation used for tax purposes under the Internal Revenue Service requirements.

Withdrawals of cash or assets from the operation of a business or profession are included in

income unless they are reimbursement of cash or assets invested in the operation by the family.

Similarly, any withdrawals from investments in real and personal property are also included in annual income unless they are reimbursement of cash or assets invested by the family.

Business assets are not considered in determining the value of net family assets; however, if business assets have been disposed of for less than fair market value in the two years preceding the effective date of the reexamination or move-in, the difference between the amount realized and the fair market value is included in net family assets. In this regard, business assets are treated the same as any other family assets.

**D. Where the family has Net Family Assets in excess of \$5,000.**

Annual income includes the greater of actual income derived from the assets or a percentage of the value of assets based on the current passbook rate as determined by HUD.

**Examples:** Real Estate, Land; Cash on hand

**E. The full amount of periodic payments received from Social Security, annuities, insurance, retirement funds, pensions, disability or death benefits, and similar types of periodic receipts.**

**Examples:** All Social Security payments to any family member;

A state employee's pension or Retirement;

A widow's insurance benefit.

**F. Payment in Lieu of Earnings**

Unemployment benefits;

Workmen's compensation;

Welfare Assistance;

Aid to Families with Dependent Children;

General Welfare Assistance

**G. Periodic and determinable allowances . Alimony; Child support payments;**

The regular and consistent amount a son gives his mother each month.

**H. All regular pay and allowances of a member of the Armed Forces.** The salary of a sailor presently at sea with the Navy; The salary of an Army private in basic training.

Assets disposed of within two (2) years of the admission or certification date for less than fair market value with some exceptions.

**Example:** Selling a house for \$1.00 when the market value is \$25,000

Casual, sporadic or irregular gifts

A cash gift given to an elderly father by his son on his birthday

**(DO NOT COUNT AS INCOME).**

**I. Amounts of educational scholarships paid directly to the student or to the education institution, and amounts paid by the Government to a veteran for use in meeting the cost of tuition, fees, books and equipment, materials, supplies, transportation and miscellaneous personal expenses.**

**Examples:** The RHA must disregard the entire scholarship in determining the family's income.

**J. Income from employment of children (excluding foster children) under the age of 18.**

**Example:** A child, 17, is working at a local fast food chain. The income earned is not counted even if the child is no longer in school. However, when the child turns 18 years of age, the income is counted.

**K. Payments received for the care of foster children are not counted**

**L.** There is no minimum income requirement, but the RHA staff should use good

interviewing skills to determine if there is income not being reported.

**M. Families may not be required to apply for public assistance** but the staff may suggest it. If the family reports "no income," the RHA staff will require the family to sign verification forms to verify that no income is being provided, and must report monthly regarding income.

#### **46. COMMUNITY SERVICE AND SELF-SUFFICIENCY REQUIREMENTS**

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

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

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

#### **C. RHA Obligations.**

(1) The RHA will develop a local policy outlining the administration of the community service and economic self-sufficiency program. RHA will provide written notification of the provisions of this policy requirement to all residents. The notice will describe the requirements, identify who is exempt and how exemption will be verified. The notice will state when the requirement is effective, as well as the obligations and responsibilities of adult family members, and the consequences of non-compliance

(2) RHA will determine for each public housing family which family members are subject to or exempt from the community service and self-sufficiency requirement and approve the

resident's planned activities to fulfill the requirement.

(3) RHA will review and determine the compliance of residents with the requirement at least 30 days before the lease term expires; and determine any changes to each adult family member's exempt or nonexempt status.

(4) RHA will retain reasonable documentation of community service participation or exemption in participant files.

(5) RHA will assure that civil rights requirements will be followed.

**D. Determining resident noncompliance.** If the RHA determines that a resident who is not an exempt individual has not complied with the community service requirement, the RHA will notify the resident:

(1) of the noncompliance;

(2) that the determination is subject to the RHA's administrative grievance procedure;

(3) that unless the resident enters into an agreement under paragraph (4) of this section below, the lease of the family of which the noncompliant adult is a member may not be renewed. However, if the noncompliant adult moves from the unit, the lease may be renewed.

(4) that before the expiration of the lease term, the RHA must offer the resident an opportunity to cure the noncompliance during the next twelve month period; such a cure includes a written agreement by the noncompliant adult to complete as many additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the 12 month term of the lease.

**E. Prohibition against replacement of employees.** In implementing the community service requirement, the RHA will not substitute community service for work ordinarily performed by public housing employees or replace a job at any location where community work

requirements are performed.

**F. Third-party coordinating.** RHA will administer the community service directly and through partnerships with qualified organizations, including resident organizations, or agencies or institutions with a community mission such as the YMCA, YWCA, Boys and Girls Clubs, School Systems, Drug Programs, Churches, City/County Government and others as needed.

**G.** The RHA will ensure that community service programs that are based directly or through partnerships with qualified organizations or through contracts with such organizations are accessible to persons with disabilities.

#### **H. Definitions**

**1. Exempt individual.** An adult who is:

- (a) 62 years or older;
- (b) Is a person with vision impairment or other person with disabilities, as defined under the Social Security Act (42 U.S.C. 416(i)(1), 1382c), and who is unable to comply with the requirements of this section, or is a primary caretaker of such individual;
- (c) Is engaged in a work activity as defined under section 407 (d) of the Social Security Act (42 U.S.C. 507(d), as in effect on and after July 1, 1997);
- (d) Meets the requirements for being exempted from having to engage in a work activity under the State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which RHA is located, including a State administered welfare to work program; or
- (e) Is in a family receiving assistance under a State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of

the State of North Carolina, including a State-administered welfare to work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

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

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

#### 47. **RESTRICTIONS ON ASSISTANCE TO NONCITIZENS**

Regulations on assistance to noncitizens are found in 24 CFR Part 5. The final rule is dated May 12, 1999.

#### 48. **MISSED APPOINTMENTS**

A. An applicant or resident who fails to keep an appointment without notifying the RHA and without rescheduling the appointment shall be sent a notice of termination of the applicable process, such as, failure to supply such certification, release of information, or documentation, as the RHA or HUD determines to be necessary; or failure to allow the RHA to inspect the unit at reasonable times after reasonable notice, if applicable). Below are examples:

##### 1. **Completion of Application**

2. Submission of Verification Information
3. Orientation Sessions
4. Leasing Execution
5. Inspection
6. Reexamination
7. Interim Redetermination
8. Move-In Appointments
9. Other Appointments to furnish documentation as listed herein this Policy

**B.** The family may be given two (2) appointments for most of the functions listed above. If the family does not appear or call to reschedule the required appointment(s), the RHA may begin termination procedures. The applicant/resident will be given an opportunity for an informal meeting or hearing, as appropriate, pursuant to the grievance process.

**C.** If an applicant states that they did not receive a letter mailed by the RHA that requested the applicant to provide information or to attend an interview, the RHA will determine whether the letter was returned to the RHA. If the letter was not returned to the RHA, it will be assumed that the family received the letter.

**D.** If the letter was returned to the RHA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

**E.** Applicants must notify the RHA in writing if their address changes during the application process.

#### **49. DECONCENTRATION POLICY**

**See Attachment to this Admission Policy for the Deconcentration Policy.**

## **50. COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS**

The following materials shall be maintained in the RHA office waiting room, and wherever applications are taken, on a large bulletin board and in such a manner as to be readily available to all residents and visitors:

1. Statement of Admission and Continued Occupancy Policies and Procedures
2. Tenant Selection and Assignment Plan
3. Open Occupancy Notice
4. Income Limits
5. Utility Allowances
6. Current Schedule of Maintenance and other Charges
7. Lease
8. Grievance Procedure
9. Fair Housing Poster
10. Equal Opportunity in Employment Poster
11. Statutory Minimum and Maximum Rent Schedules
12. Directory of Developments including names, perimeter streets, and number of units by bedroom size, number of units specifically designed for the elderly, addresses of management offices and office hours.
13. Tenant Oriented Notices
14. Complaint Procedure and addresses where complaints can be filed.
15. Trespass Policy
16. One Strike Policy
17. RHA Adopted Minimum Rent

18. RHA Adopted Flat Rents

19. Pet Policy

## **ATTACHMENT "A"**

### **ONE STRIKE AND YOU'RE OUT POLICY**

The Roxboro Housing Authority (RHA) has adopted a One Strike Policy to be used as a guideline in implementation of its anti-crime program. The staff will use every resource available to weed out criminal behavior in all of the RHA's developments in an effort to counter the problems facing today's Housing Agencies. RHA's target area of criminal activity is drug activity and drug related criminal activity.

#### **SCREENING APPLICANTS:**

The first area addressed in RHA's One Strike Policy is the process of screening applicants. RHA does not discriminate against any one applying for housing; however, certain criteria which includes but is not limited to checking with previous landlords, checking criminal history and credit history, character references, citizenship status, housekeeping, and verifying income, must be met to be eligible for housing.

(a) A criminal history report must be obtained for all household members 18 years of age or older before determining eligibility. RHA will request criminal conviction records from the National Crime Information Center (NCIC), local police department and/or other law enforcement agencies. Non-residents of Person County or anyone not residing in Person County for less than one year will be required to furnish RHA with a current, original criminal history report from the county in which they reside or resided last. The RHA will request records of juveniles convicted as adults. All criminal records will be maintained confidentially.

(b) If a person has any of the following convictions on their criminal history report, RHA will deny admission to housing for the specified period of time:

#### **DRUG CHARGES:**

#### **DENY**

**Note: Felonies may bar applicants from public housing.**

Possession	3 years
Intent to Sell	5 years
Sell and Deliver	5 years
Trafficking	7 years
Manufacture Methamphetamine	Lifetime Denial

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

The complete "One Strike And You're Out Policy" is posted in the RHA Office for residents and interested parties.

**ORIENTATION PROGRAM:**

In accordance with RHA's Admission and Continued Occupancy Policies, all applicants are required to attend the Orientation Program to be considered eligible for low-income housing. The applicant will be given written notification of date, time and place of orientation. If an applicant fails to attend orientation without good cause, the application will be considered incomplete and placed in the inactive files. Families providing prior notice of their inability to attend orientation will be rescheduled for another orientation session. All families must attend an orientation session in order to be housed.

A RHA staff member shall conduct the Orientation Program for all applicants, to make certain that potential residents understand the Agency's strong stance on drug and criminal activity by residents and/or their guests, and enforcement of the Lease Agreement. RHA will do everything in its power to protect law-abiding residents from anyone who engages in unlawful or dangerous behavior.

## **LAW ENFORCEMENT**

A Contract with the City of Person County for law enforcement personnel has been established as on going so long as funding through Drug Elimination Program Grants and/or other Grants are received. Monthly meetings shall be held with housing staff to discuss problem areas and possible solutions. Law enforcement personnel shall assist RHA with enforcement of the Lease to the extent that officers may issue Lease warning violations to residents when violations of the terms of the Lease Agreement occur.

Additionally, officers will maintain a list of persons banned from RHA premises. Should any of these persons be seen by officers, they shall be arrested and prosecuted for trespassing.

Officers shall assist in organizing and maintaining Community Crime Watch programs within the development.

### **TRACKING CRIME:**

Law enforcement personnel shall provide RHA with reports of criminal activity within the RHA's development, copies of resident arrest sheets whether on or off premises, and copies of arrest sheets for all individuals charged while on RHA premises.

Activity reports shall be submitted to RHA for preparation of monthly statistics. Statistics will be used to coordinate improvement plans with residents, law enforcement, and RHA staff. Officers shall meet with the Executive Director as needed to discuss problems and possible solutions within the development.

### **NO TRESPASSING:**

If a resident is charged with any illegal drug activity whether on or off premises, their Lease will be terminated and the individual banned from premises maintained by RHA. Any guest or visitor charged with illegal drug activity shall be banned immediately. The banned person will be notified in

writing. Prosecution for trespassing will be sought should a banned person return to the premises after being forbidden to do so.

A complete list of persons banned from RHA premises shall be maintained by RHA and the police. Additionally, a list shall be posted in the management office for review by residents.

#### **LEASE ENFORCEMENT:**

When a resident violates a provision of the Lease, a letter advising him/her of the violation will be mailed to the resident. If appropriate, a conference shall be scheduled with the resident to discuss the violation and its effect on their Lease. During the conference, a specific time period will be established for the resident to correct the violation. Failure to do so will result in Lease termination.

#### **EVICTION:**

RHA will seek eviction of a resident when the resident, member of resident's household, or guest of resident (1) engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents and RHA staff; (2) engages in any drug related criminal activity on or off RHA premises; (3) engages in illegal use of a controlled substance, (4) abuses alcohol, or uses a controlled substance in such a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents, or (5) is subject to a lifetime registration requirement under a State sex offender registration program.

RHA shall review the circumstances of each case. It is the discretion of the Executive Director to evict the entire family or evict the person charged with illegal drug activity. All evictions will be processed in accordance with the RHA's Lease and Grievance Procedure.



# **ROXBORO HOUSING AUTHORITY**

## **1. Admission & Continued Occupancy Changes**

- a. Applicant who have been displaced due to a federal disaster will receive first preference over other applicant on the waiting list.**
- b. The second preference will be Domestic Violence and Homeless Families**
- c. The third preference will be substandard housing .**
- d. All other will be Date & Time.**
- e. All other updates of the Admission & Continued Occupancy Policy are contained in the policy. (board given a copy)**
- f.**

## **2. Hardships**

**In order for the PHA to grant a zero rent the following conditions must be met:**

- a. The resident must verify Loss of Income through one of the following methods:**

- 1. Statement for Department of Social Services if residents has been in the system.**
- 2. Statement from previous job.**
- 3. Statement from the Child Support System.**
- 4. Statement from Employment Security.**

**If a zero rent is granted the resident must report any changes in their income immediately when the change occurs.**

ROXBORO HOUSING AUTHORITY  
P.O. BOX 996  
ROXBORO, NC 27573

599-8616

CHANGE TO MINIMUM RENT

April 2, 2007

The Roxboro Housing Authority is proposing to change the minimum rent from \$25.00 to \$50.00.

Please respond within 30days if you have comments pertaining to this change.

Please send or bring your comments to:

Roxboro Housing Authority  
P.O. Box 996 or 500 Mt. Bethel Church St.  
Roxboro, N. C. 27573

# **ROXBORO HOUSING AUTHORITY**

## **RESOLUTION 606**

Electronic tool is being used to verify income for all program participants through Enterprise Income Verification.

Resolution 609

## Domestic Violence

### Violence Against Women Act

The Roxboro Housing Authority in accordance with the Violence Against Women Act passed by Congress and signed by President Bush on January 5, 2006 has adopted the following policy:

1. The PHA will not deny admission to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence or stalking if the applicant otherwise qualifies for assistance or admission.
2. The PHA will not terminate assistance to a participant because of an incidents of actual or threatened domestic violence, dating violence, or stalking against such participant. Criminal activity directly relating to domestic violence, dating violence or stalking shall be not be considered a serious or repeated lease violation justifying termination of assistance to the victim or threaten victim. Criminal activity, with exceptions, directly relating to domestic violence, dating violence or stalking shall not be considered cause for termination of assistance for any participant or immediate member of participant's family who is a victim of such domestic violence, dating violence or stalking.
3. A victim must provide certification as proof of domestic violence, stalking, dating violence to the PHA. Certification may obtain from Law Enforcement, a domestic violence agency, lawyers, social worker, All information is confidential.
4. All other covenant of the lease will apply.

10-4-2006

# RENT COLLECTION POLICY

## **RENT COLLECTION POLICY**

1. Rent Collections.....First five (5) business days of month
2. 6<sup>th</sup> business day of the month: NOTICE OF TERMINATION will be accordance with the terms set forth in the lease agreement. Such notice shall state the reasons for the termination, shall inform the Tenant of his/her right to make such reply as he/she may wish and of his/her right to request a hearing in accordance with the Grievance Procedure. All charges shall become due payable at the time of lease termination.
3. Non-Payment of Rent: Legal action may be taken if when the tenant receiving his or her first (1st) Notice of Termination letter fails to pay rent on the date that is specified on the letter.
4. Late Payment of Rent: If a tenant receives three (3) Notice of Termination letters in succession and even though he or she pays the rent before the date on the letter, the tenant will automatically receive a thirty (30) day Notice to Vacate. The reason will be three (3) violations of your lease. If the tenant receives six (6) Notice of Termination letters in a twelve-month period he/she will also automatically be evicted.