

**CITY OF SHELBY, DEPARTMENT OF HOUSING  
801 LOGAN STREET PO BOX 1192  
SHELBY, NORTH CAROLINA**

**ADDMISSION AND CONTINUED  
OCCUPANCY POLICIES AND PROCEDURES**

**STATEMENT OF OCCUPANCY POLICIES AND PROCEDURES  
GOVERNING ADMISSION TO AND CONTINUED OCCUPANCY  
OF THE PUBLIC HOUSING PROJECTS OF THE HOUSING  
DEPARTMENT OF SHELBY, NORTH CAROLINA**

**Revised August 16, 2013**

**ADMISSIONS & CONTINUED OCCUPANCY POLICIES AND  
PROCEDURES**

**TABLE OF CONTENTS**

I. Background and Administration of Programs .....	1
II. Plan Purpose .....	1
III. Outreach to Families .....	1
IV. Privacy of Applicant/Participant Information .....	2
V. Definitions .....	3
VI. Fair Housing Policy .....	17
VII. Applications and Eligibility.....	17
A. Applications	
B. Eligibility Requirements	
VIII. Waiting List Administration, Verification Requirements, and Ineligibility/Denials.....	19
A. Waiting List Administration	
B. Verification Requirements	
C. Ineligibility and Denial of Assistance	
IX. Selections and Exceptions .....	22
A. Selections	
B. Exceptions	
X.. Application Updates, Occupancy Standards, Income Inclusions/Deductions, Income Calculations, and Lease-Up .....	23
A. Application Updates	
B. Occupancy Standards	
C. Income Inclusions, Exclusions, Deductions	
D. Income Calculations	
E. Lease-Up	
XI. Inspections and Housing Quality Standards .....	25
A. Inspection Schedule	
B. Move-in and Move-out Inspections	
C. Resident Abuse and Damages	
C. Special Inspections	
XII. General Conditions – Housekeeping Standards.....	26
XIII. Policy and Procedures Concerning Housekeeping Lease Violations .....	27
XIV. Fire Prevention and Safety Rules.....	28

XV. Leases, Security Deposits and Utilities .....	28
A. Lease	
B. Security Deposit	
D. Utilities	
XVI. Rent Collection Policy and Procedures .....	29
A. Payment	
B. Late Payment and Charges	
C. Habitual Late Payments	
D. Notice of Termination of Lease and Eviction Procedures	
XVII. Termination of Assistance .....	31
XVIII. Annual Re-certifications, Interim Changes and Reexaminations ....	31
A. Annual Re-certifications	
B. Interim Changes	
C. Limitations on Household Size	
XIX. Transfers.....	32
XX. Drug Free Housing.....	33
XXI. Pet Policy.....	34
XXII. Complaints and Informal Hearings Transfers .....	36
XXIII. Record Retention .....	37

## **I. BACKGROUND AND ADMINISTRATION OF PROGRAMS**

The City of Shelby, Department of Housing (Housing Department) was created to assist low-income families in obtaining decent, safe and sanitary housing at an affordable cost. Since that time the Housing Department has functioned continuously, managing conventional Public Housing Program.

The Public Housing Program is administered according to applicable Federal Regulations, applicable HUD Handbooks, any pertinent state and local laws, and specific policies of the Housing Authority.

## **II. PLAN PURPOSE**

The purpose of this plan is to meet HUD requirements, establish local policies for program interpretation and the Housing Department's discretionary areas, aid the staff in program procedures to ensure consistency, and provide program information (in an understandable format) to applicants and/or residents. It is not the intent of this plan to replace and/or cite all Federal Regulations verbatim, but to summarize and support the regulations and program Handbooks.

## **III. OUTREACH TO FAMILIES**

Special outreach efforts may be necessary when the number of families on the waiting list is insufficient to maintain the leasing schedule or to attract groups that are not adequately represented in the assisted families such as the elderly or male heads of household.

The following sources shall be used by the HA for outreach to families:

- Announcements, news articles, paid advertisements that serve the Housing Department's jurisdictional area;
- Public Service announcements on local television and radio stations;
- Contact and coordination with local human service agencies that serve the Housing Department's jurisdictional area;
- Special presentations, as necessary, developed for local churches or other civic organizations; and
- Coordination with the City and/or Community Development Departments.

## **IV. PRIVACY OF APPLICANT/PARTICIPANT INFORMATION**

The following laws authorize the collection of family income and other necessary information to determine an applicant's eligibility, unit size, and income for purposes of calculating the family's rent: U.S. Housing Act of 1937, Title VI of the Civil Rights Act of 1964, and Title VIII of the Civil Rights Act of 1968. The Housing and Community Development Act of 1987 requires applicants and program participants to submit the social security numbers of all household members at least six (6) years of age.

The Housing Department may conduct a computer match to verify the information provided. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal or regulatory

investigators and prosecutors. The information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. All requested information must be provided, including birth certificates and evidenced verification of all social security numbers for each family member (age six (6) and older).

Failure to provide any of the requested information may result in a delay or rejection of an applicant's eligibility approval.

## V. DEFINITIONS

Adjusted Income - annual income (as determined by the responsible entity) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

- 1) Mandatory deduction. In determining adjusted income, the responsible entity must deduct the following amounts from annual income:
  - a. \$480 for each dependent;
  - b. \$400 for any elderly family or disabled family;
  - c. The sum of the following, to the extent the sum exceeds three percent of annual income;
  - d. Unreimbursed medical expenses of any elderly family or disabled family
  - e. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
  - f. Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.
- 2) Permissive deductions. For public housing only, a PHA may adopt additional deductions from annual income. The PHA must establish a written policy for such deductions.

Annual income does not include the following:

- Income from employment of children (including foster children) under the age of 18 years.
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone.)
- 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 (see #5 income exclusions.)
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
- Income of a live-in aide, as defined in 24 CFR 5.403.

- The full amount of student financial assistance paid directly to the student or to the educational institution.
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- Amounts received under training programs funded by HUD:
- 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);
- 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;
- amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200.00 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; or
- incremental earnings and benefits resulting to any family member from participating 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.
- Temporary, nonrecurring or sporadic income (including gifts.)
- 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.
- Earnings in excess of \$480.00 for each full-time student 18 years old or older (excluding the head of household and spouse.)
- Adoption assistance payments in excess of \$480.00 per adopted child.
- 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 U. S. Housing Act of 1937 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph, the following definitions apply.

(i) 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.

- (ii) Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the U. S. Housing Act of 1937 (42 U.S.C. 1437 et seq.) If the family member is terminated from employment with good cause, the exclusion period shall end.
- (iii) Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training or subsequent job.
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
  - 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.
  - Amounts paid by a State agency to a family with a member who has a developmentally disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled member at home.
  - 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 include assistance under any program to which the exclusion set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
  - Previously unemployed includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage. A family residing in public housing:
    - 1) Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;
    - 2) Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
    - 3) Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services 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 the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance-provided that the total amount over a six-month period is at least \$500.

- 2) During the cumulative twelve month period beginning on the date a member of a qualified family is first employed or the family experiences an increase in annual income attributable to employment, the PHA must exclude from annual income of a qualified family any increase in income of the family member as a result of employment over prior income of that family.
- 3) During the second cumulative twelve month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.
- 4) The disallowance of increased income of an individual family member is limited to a lifetime 48- month period. It only applies for a maximum of twelve months for a maximum of twelve months for disallowance under (4) and a maximum of twelve months for disallowance under (5) during the 48 month period starting from the initial exclusion under (4).

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977.
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 (such as Retired Senior Volunteer Programs (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), Older American Committee Service Program, National Volunteer Antipoverty Programs (VISTA, Peace Corps, Service Learning Program, National Volunteer Program to Assist Small Business, Service Corps of Retired Executives (SCORE), and Active Corps of Executive (ACE).
- Payments received under the Alaska native Claims Settlement Act.
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes.
- Payments or allowances made under the Department of Health and Human Service's Low-Income Home Energy Assistance Program.
- Payments received under programs funded in whole or in part under Job training Partnership Act.
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
- The first \$2000 of per capital shares received from judgment funds awarded by the Indian Claims Commission or the Court



of Claims or from funds held in trust for an Indian Tribe by the Secretary of Interior.

- 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.
- Payments received from programs funded under Title V of the Older Americans Act of 1965 (such as Senior community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Persons Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.)
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the IN RE ORANGE product liability litigation.
- Payments received under the Maine Indian Claims Settlement Act of 1980.
- 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.
- Earned income tax credit refund.payments received on or after January 1, 1991.

Annual Contributions Contract (ACC) - a contract (in the form prescribed by HUD) for loans and contributions, which may be in the form of grants, whereby HUD agrees to provide financial assistance and the HA agrees to comply with HUD requirements for the development and operation of a public housing complex.

Annual Income - the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of certification of income, exclusive of certain types of income provided in exclusions to income. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

A. Annual income is all amounts of monetary and non monetary compensation 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) is 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 income exclusions attached.
- 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 and 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 IRS 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 a deduction in determining net income. An allowance for depreciation is permitted only as authorized in #2 above. 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 payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, or other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except deferred periodic amounts from supplemental social security (SSI) and social security benefits that are received in a lump sum amount or in prospective monthly amounts.) (See income exclusions.)
- 5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as listed in #3 of income exclusions.)

- 6) Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
  - a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
  - b) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard need by applying a percentage, the amount calculated under this paragraph 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 persons not residing in the dwelling.
- 8) All regular pay, special pay and allowances of a member of the Armed Forces except those indicated in #7 of income exclusions.

Applicant or applicant family - a family that has applied for admission to a program, but is not yet a participant in the program.

Assistance Applicant - a family or individual that seeks admission to the program.

Child care expenses - allowable deduction from annual gross income.

Citizen - A person (by birth or naturalization) or national of the United States.

Community Service - the performance of voluntary work or duties that are a of a public benefit, and serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

Exempt Individuals include an adult who is:

- 62 years or older;
- Blind or disabled individual, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(l)(1);(1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or (ii) is a primary caretaker of such individual;
- Is engaged in work activities;
- 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 Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State administered welfare-to-work program; or
- Is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act

(42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, 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.

Service requirement - the obligation of each adult resident, other than an exempt individual, to perform community service or participate in an economic self sufficiency program required in accordance with 960.603.

General Requirements - except for any family member who is an exempt individual, each adult resident of public housing must;

- 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 or
- 3) Perform 8 hours per month of combined activities as described in (1) and (2) of this section.

Family violation of service requirement - the lease shall specify that it shall be renewed automatically for all purposes, unless the family fails to comply with the service requirement. Violation of the service requirement is grounds for non renewal of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term.

Complex for Elderly Families - a complex for elderly families is a complex or portion of a complex to which regulations for housing assistance apply that was designated for occupancy by the elderly at its inception (and that has retained that character) or, although not so designated, for which the PHA gives preference in tenant selection (with HUD approval) for all units in the complex (or for a portion of the units in the complex) to elderly families.

Cooperation Agreement - an agreement between a PHA and the applicable local governing body or bodies which assures exemption from real and personal property taxes, provides for local support and services for the development and operation of a public housing complex, and provides for PHA payments in lieu of taxes.

Decent, safe and sanitary - housing is decent, safe and sanitary if the requirements of 24 CFR 982.401 are met.

Deductions - federally mandated allowable deductions from annual gross income.

Dependent - a member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or handicapped person, or is 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 more persons with disabilities living with one or more live-in aides. Means a person who:

- 1) A person who has a disability as defined in section 223 of the Social Security Act (42 U.S.C. 423).
- 2) A person who has a physical, mental or emotional impairment that:
  - (i) Is expected to be of long-continued and indefinite duration;
  - (ii) Substantially impedes his or her ability to live independently and is of such a nature that ability to live independently could be improved by more suitable housing conditions.
- 3) A person who has developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (.42 U.S.C. 6001
- 4) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.
- 5) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence and
- 6) Means “individuals with handicaps”, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

Displaced Person - a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of disaster declared or otherwise formally recognized under federal disaster relief laws.

Displacement by Inaccessibility of Unit - an applicant is involuntarily displaced by inaccessibility of a unit if:

- 1) The member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit; and
- 2) The owner is not legally obligated to make changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation.

Displacement as a result of HUD disposition of units - involuntary displacement includes HUD disposition of multifamily rental housing complex under Section 203 of the Housing and Community Development Amendments of 1978 (further defined in Section VII.C., Federal Preferences of this policy).

Displacement to avoid reprisals (witness relocation) - displacement that has occurred as a result of a threat assessment by a law enforcement agency (further defined in Section VII.C., Federal Preferences, of this policy).

Displacement by hate crimes - an actual or threatened physical violence or intimidation against a person(s) or property based on race, color, religion, sex, national origin, handicap, or familial status (further defined in Section VII.C., Federal Preferences, of this policy).

Drug-related criminal activity - the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Effective date - the effective date of an examination or reexamination refers to (a) in case of an examination for admission, the effective date of initial occupancy, and (b) in the case of reexamination of an existing resident, the effective date of the redetermined total tenant payment.

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.

Elderly family - a family whose head or spouse (or sole member) is an elderly, disabled, or handicapped person. 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 - a person who is at least 62 years of age.

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 income.

Family - defined in 24 CFR 5.403. Family includes but is not limited to (a) an elderly family or single person as defined herein, (b) the remaining member of a tenant family, and (c) a displaced person.

Family unit size - the appropriate number of bedrooms for a family. Family unit size is determined by the HA under the HA occupancy standards.

Full-time student - a person who is attending school or vocational training on a full-time basis.

Gross rent - the total monthly cost of housing an eligible family, which is the sum of the contract rent and any utility allowance. See 24 CFR 913.

Handicapped person - see definition for Disabled person.

Handicapped assistance expenses - Reasonable expenses that are anticipated during the period for which Annual Income is computed. For attendant care and auxiliary apparatus for a Handicapped or Disabled Family member and that are necessary to enable a Family member, including the Handicapped or Disabled Member, to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

Head of Household - the head of household is the person who assumes legal and moral responsibility for the household.

Housing Quality Standards "HQS" - program requirements for housing standards established by HUD and any variations established by the HA and approved by HUD.

INS - the U.S. Immigration and Naturalization Service.

Income Limits - HUD established very low-income and low-income limits that are used to determine if assisted housing program applicants qualify for admission to HUD-assisted programs. These income limits are based on HUD estimates for area median family income (using Metropolitan Statistical Areas or Primary Metropolitan Statistical Areas as defined by the Office of Management and Budget (OMB), and the Bureau of the Census definition of family) with specific statutorily permissible adjustments. If the income limits based on this approach would be less than if based on the relevant State non-metropolitan median family income level, income limits are based on the State non-metropolitan family income level.

Interim adjustment or redeterminations of rent – Eligibility for occupancy and continued occupancy is not to be considered except at admission and at subsequent re-examination.

Live-in aide - a person who resides with an elderly person or disabled person and who:

- Is determined to be essential to the care and well being of the person.
- Is not obligated for the support of the person.
- Would not be living in the unit except to provide necessary supportive services.
- Cannot be considered as a remaining family member.

Local preference - a preference used by the HA to select among applicant families.

Low-income family - a family whose annual incomes does not exceed 80 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 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 income.

Medical expenses - allowable deductions from annual gross income for certain types of program participants.

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 adjusted income.

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, including Puerto Rico, the U.S. Virgin Islands, Guam, Canal Zone, etc.

Near elderly family - a family whose head or spouse (or sole member) is at least 50 years of age but below the age of 62 years.

Net family assets - 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 the equity in a housing cooperative unit or in a manufactured home in which the family resides. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under 24 CFR 913.106.) In determining net family assets, PHAs and Owners shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen - a person who is neither a citizen nor a national of the United States, and is not eligible for housing assistance unless eligible immigration status has been provided (evidenced by supporting documentation) in one of the following categories:

- 1) A noncitizen who has been lawfully admitted to the U.S. for permanent residence, as defined by the Immigration and Nationality Act as an immigrant (includes special agricultural workers who have been granted lawful temporary resident status).
- 2) A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and who 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 an exercise of discretion by the U.S. Attorney General.
- 3) A noncitizen who is lawfully present in the U.S. pursuant to a admission under refugee status, asylum status, or as a result of being granted conditional entry because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity.



- 4) A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the U.S. Attorney General for emergent reasons or for reasons deemed strictly in the public interest under parole status.
- 5) A noncitizen who is lawfully present in the U.S. as result of the Attorney General's withholding deportation for threat of life or freedom.
- 6) A noncitizen lawfully admitted for temporary or permanent residence under amnesty (Section 245A of the INA).

Noncitizen Student - housing Assistance (including continued assistance, prorated assistance or temporary deferral of termination of assistance) is prohibited to all noncitizen students (including spouses or minor children) who have a residence in a foreign country that the person has no intention of abandoning; are a bona fide student qualified to pursue a full course of study; and are admitted to the U.S. temporarily and solely for purposes of pursuing such a course of study, particularly designated by such person and continually approved by the U. S. Attorney General.

Occupancy standards - Standards established by an HA to determine the appropriate number of bedrooms for families of different sizes and compositions. See definition of "family unit size."

Participant - a family or individual that is assisted under the program.

Pay more than 50% of income for rent – Applicant must be paying more than 50% of gross monthly income for rent and utilities but the family can provide evidence of actual utility expense. The same income definitions are used as are used to compute Total Tenant Payment (rent).

PHA - public housing agency or authority. Public housing means housing assisted under the 1937 Act, other than under Section 8. "Public housing" includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating assistance. The term "PHA" includes an Indian housing authority (IHA). "PHA" and "HA" mean the same thing.

PHA jurisdiction - the area in which the PHA is not barred and is legally permitted to operate under State law.

Processing Entity - person or entity that, under any of the programs, is responsible for making eligibility and related determinations and an income reexamination.

Ranking Preference - a process used by the HA to select among applicant families that qualify for first priority.

Rent - see Tenant Rent and Total Tenant Payment.

Residency Preference - a HA 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").

Residency Preference Area - the specified area where families must reside to qualify for a residency preference.

Responsible Entity - for the public housing program, responsible entity means the PHA administering the program under an ACC with HUD.

Re-examination dates – The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent. The Housing Department has established May 1 for Conventional Public Housing units.

Serviceman – Any person now in the active military or naval service of the United States.

Single Person - a person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a tenant family.

Special Admission - admission of an applicant that is not on the HA waiting list or without considering the applicant's waiting list position.

Spouse - spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

Standard, permanent replacement housing - decent, safe and sanitary housing, adequate for the family size, and housing that the family is occupying pursuant to a lease or occupancy agreement. Standard, permanent replacement housing does not include transient facilities (such a motels, hotels, or temporary shelters); or in cases of domestic violence, the housing unit in which the applicant, and the applicant's spouse or other member of the household who engages in such violence, live.

Substandard Housing – A unit is substandard if it:

- 1) is dilapidated
- 2) does not have operable indoor plumbing
- 3) does not have a usable flush toilet inside the unit for the exclusive use of the family
- 4) does not have a usable bathtub or shower inside the unit for the exclusive use of the family
- 5) does not have electricity, or has inadequate or unsafe electrical service
- 6) does not have a safe or adequate source of heat
- 7) should, but does not have, a kitchen
- 8) has been declared unfit for habitation by an agency of the government

A homeless family is considered as living in substandard housing. A homeless family is one that:

- 1) Lacks a fixed, regular and adequate night-time residence, and

2) Has a primary night-time residence that is:

- a) a supervised publicly or privately operated shelter
- b) an institution that provides a temporary residence for individuals intended to be institutionalized; or
- c) a public or private place not designed for or ordinarily used for sleeping.

Tenant Rent - the amount payable monthly by the family as rent to a PHA

Total Tenant Payment - total tenant payment shall be the highest of the following, rounded to the nearest dollar:

- 1) Thirty percent (30%) of the monthly adjusted income; or
- 2) Ten percent (10%) of monthly income, or
- 3) If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated or
- 4) the minimum rent, if the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under is the amount resulting from one application of the percentage.

Unit - dwelling unit.

United States Housing Act of 1937 - (1937 Housing Act). The basic law that authorizes the public and Indian housing programs, and the Section 8 programs. (42 U.S.C. 1437 et seq.).

Utility allowance - if the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Tenant Rent but is the responsibility of the Family occupying the unit; an amount equal to the estimate made or approved by a PHA or HUD, under 24 CFR 965, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservation household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Very low-income family - a family whose annual income does not exceed 50 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 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 service of the United States, and shall have been discharged or released there from 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.

Waiting list admission - an admission from the HA waiting list.

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

## **VI. FAIR HOUSING POLICY**

In accordance with the following regulations, the HA will not on account of race, color, creed, sex, handicapped status, familial status, or national origin deny to any family the opportunity to apply or receive housing assistance:

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the implementing regulations 24 CFR Part 1;
- 2) The Fair Housing Act (42 U.S.C. 3601-3619) and the implementing regulations at 24 CFR parts 100, 108, 109 and 110.
- 3) Executive Order 11063 on Equal Opportunity in Housing (1962) as amended, Executive Order 12259, 46 FR 1253 (1980), as amended, Executive Order 12892, 59 FR 2939 (1994) (implementing regulations at 24 CFR part 107).
- 4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8;
- 5) The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and the implementing regulations at 24 CFR Part 146; and
- 6) The Americans with Disabilities Act (42 U.S.C. 12101-12213) to the extent applicable.

Selections will be made in accordance with the selection criteria consistent with HUD's affirmative fair housing objectives and are included herein.

The HA will post on the applicant/resident information bulletin board the telephone number for the HUD Office of Fair Housing and Equal Opportunity (FHEO) toll-free hotline (800-424-8590).

## **VII. APPLICATIONS AND ELIGIBILITY**

### **A. Applications**

Applications may be made in person at the HA office, at the time designated by the HA, Monday through Friday. Accommodations for elderly, disabled or handicapped (mobility or hearing impaired) individuals will be made.

Applications will be accepted from all applicants and names placed on the waiting list by date and time of application. Applicants will be given general information concerning the housing assistance program at the initial application time. At the time that HA is selecting applicants from the waiting list to receive assistance, applications will be updated, information verified to determine continued eligibility, and selections will be made based on the selection criteria outlined later in this Plan.

Each applicant will be screened and evaluated based on landlord references, credit record, police records, history of any drug-related or substance abuse, and suitability/ability to live in a public housing complex.

B. Eligibility Requirements:

- 1) Applicants must be a citizen or national of the U.S. or an eligible, qualified noncitizen (see Definitions, Section V of this plan) in accordance with HUD Handbook 7465.7 (issued July 13, 1995). Program participants must be income eligible based on gross income that is below HUD's published low or very-low income limits. Low income families can be admitted to communities that reached Date of Full Availability (DOFA) before October 1, 1981, and to assist the HA with vacancy problems and commitment to attaining a broad range of incomes.
- 2) The HA will determine the income eligibility by comparing the family's annual gross income to the HUD-established very-low or low income limit for the area. The applicable income limit for selection purposes is the highest income limit for the family unit size for the areas in the housing authority's jurisdiction.
- 3) Past participants in the Section 8 program and/or former Public Housing residents of any HA who failed to satisfy liability to a HA for unpaid rent or damages, or any past participant in any Federal program that has committed any fraud, will be denied the opportunity for housing assistance until all unpaid amounts are paid in full. The HA reserves the right to deny housing assistance to any applicant because of any negative actions during a previous tenancy.
- 4) The HA may deny admission to any applicant whose screening results indicate that they or any member of their family may have a detrimental effect on other tenants or on the public housing community. Consideration shall be given to the nature, extent, and elapsed time of the applicant's conduct and to the probability of favorable future conduct. Such detrimental effects may include but are not limited to the following:
  - a. The HA will determine an applicant ineligible if any member of the family is a person who was arrested, charged or evicted because of a drug-related criminal activity from housing assisted under a 1937 Housing Act program. The HA reserves the right to make exceptions if the evicted person has successfully completed a rehabilitation program, if the evicted person clearly did not participate or know about the drug-related activity, or if it is determined that the evicted person no longer participates in drug-related criminal activity.
  - b. Police record, landlord reports of disturbances, destruction of property, or drug-related/substance abuse activities.
  - c. A record of poor living or household habits.

- d. Any other activity that could adversely affect the safety and welfare other public housing residents.
- e. Credit history including unpaid rent or damage claims to other landlords.

5) Family Composition

- a. A family may be a single person or a group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in-aides is a family. Family is also defined as one or more persons related by blood, marriage or operation of the law, one of whom shall be an adult (age 18 or older) who will live regularly together in the unit (including foster children), or persons who can verify a stable relationship, eg. common law marriages as recognized by the State of North Carolina, or a relationship that has existed for a reasonable period of time (one year or more).
- b. A family includes a family with a child or children.
- c. A single person may be an elderly person, a disabled person, a single, pregnant female (physician certification may be required), near elderly (age 50-61), and any other single.

A family may be persons in the process of obtaining custody and/or adopting an individual under the age of 18 with evidence of reasonable likelihood of success. A child who is temporarily away from the home because of placement in foster care is considered a member of the family. In cases of joint custody arrangements, the child/children can be considered a member of the family if the applicant/participant has continuous custody for more than six (6) months of the year.

d. A family may be remaining family members provided that the person(s) are not minors, that the children have not been removed from the home because of abuse or neglect, that the resuming Head of Household was not the perpetrator of spousal abuse, and that the resuming Head of Household meets the HA selection criteria and would be a responsible participant of the program. This includes a single female whose pregnancy is terminated after admission. This determination shall be made at the discretion of management and will be made based on the history of responsible participation in the program.

- 6. Eligibility screening may include, when deemed necessary, an applicant's capability of living independently and abiding by the terms of the lease.

**VIII. WAITING LIST ADMINISTRATION, VERIFICATION REQUIREMENTS, AND INELIGIBILITY/DENIALS**

Every Application constitutes the basic legal record which supports the Departments determinations of eligibility status, rent, and size of unit for which the applicant and/or tenant 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:

- 1) All entries by applicants and Department personnel are to be made in ink or indelible pencil or typed.
- 2) Any changes are to be made by drawing a single line through the original entries and entering the correct data, which then shall be dated and initiated by the person making the change.
- 3) The date and time of receipt of each Application for Admission shall be shown in the top right-hand corner.
- 4) When applicant/tenant and interviewer have insured that every blank is completed (exclusive of those provided for Department 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/tenant shall be completed with "N/A" or "NONE".
- 5) Each applicant determined to be eligible for admission shall be notified of his eligibility status. 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.
  - A. The eligible applications and all materials relating to them are to be kept current at all times and shall be arranged by bedroom size, within established ranges of rent, preferences, date and time.
- 6) If during the interview it becomes obvious that the applicant definitely is ineligible, he should be so informed and should be told the reasons. 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 ineligibility.
  - A. Ineligible Applications for Admission should be filed by application number.

#### Waiting List Administration

- 1) The HA must select participants in accordance with Section IX of this plan and adhere to the Fair Housing and Equal Opportunity regulations. The waiting list must contain the following for each applicant: Applicant name; family unit size (number of bedrooms for which family qualifies under HA occupancy standards); date and time of application; qualification for any preference; and racial or ethnic designation of the head of household.
- 2) All active Application for Admission files shall be purged no less often than once a year and names will be removed from the waiting list for failure to respond to requests for information, application updates (failure to notify the HA of a change of address), or if correspondence is returned from the

Post Office. If the applicant did not notify the HA of a move as required, the HA will not be responsible for the applicant's failure to receive the updated request. If the letter is returned by the Post Office with a forwarding address noted, the HA will resend the letter. Applicants will be given ten (10) working days to return the notice of continued interest. Any applicant's name for refusal of the first offer will be placed at the bottom of the waiting list, and after the third offer, the name will be removed from the waiting list. The HA will not remove names from the waiting list that would violate the rights of a handicapped, mobility impaired, or hearing impaired person. Reasonable accommodations for application or updates will be provided to handicapped (mobility impaired or hearing impaired) applicants.

- 3) The HA will maintain its waiting lists according to bedroom sizes and the order of admission from the waiting list will be based on family size or the unit size for which the family qualified under the HA occupancy policy. Selections will be made as indicated in Section IX of this plan. The waiting list may be closed to new applications when it is determined that there is an adequate pool of applicants and is so large that the applicants are not likely to be housed in a reasonable length of time (more than one year).
- 4) Reopening of the waiting list will be by public notice in a local newspaper of general circulation and minority media indicating that families may apply for housing assistance. The notice will comply with the HUD-approved Equal Opportunity plan and with HUD Fair Housing requirements. The notice will state any limitations on who may apply for available slots in the program. The HA may advertise for specific types of applicants such as those qualifying for a preference and may include in the advertisement that applications from others (not in these categories) will not be accepted.

#### B. Verification Requirements

- 1) Income and deductions will be verified by third-party verification when possible. Verification forms will be sent by mail or fax to the appropriate third party with a request that the form be returned by mail or fax. In the event that the verification is not possible due to an unwillingness by source to respond or that the information is not returned within a four week period, staff will be required to note the file accordingly and obtain third-party oral verification. Staff will use a documented contact form for telephone verifications, Notarized statements will be used as a last resort.
- 2) The HA will make every attempt not to utilize verifications that are greater than 30 days old.
- 3) Social Security number verifications are mandatory for all program participants six (6) years of age and older. Acceptable verification includes: valid social security cards; an identification card issued by a Federal, State or local agency, employer; medical insurance agency; earning statements from employment; IRS form 1099; or benefit award letters from government agencies. See Section IV in the event of failure to provide requested SSN verification.



- 4) Child care deductions will only be given for reasonable rates (based on customary and prevailing rates at local child care centers) that are evidenced by receipts or notarized statements.

### C. Ineligibility and Denial of Assistance

The application will be reviewed and any ineligible applicants will be promptly notified in writing. The notice will provide the reason for the decision and an opportunity to request an informal review of the decision as specified in Section XIX of this plan.

Past participants in the Section 8 program and/or former Public Housing residents of any HA who failed to satisfy liability to a HA for unpaid rent or damages, or any past participant in any Federal program that has committed any fraud, may be denied the opportunity for housing assistance until all unpaid amounts are paid in full. The HA reserves the right to deny housing assistance to any applicant because of any negative actions during a previous tenancy.

As a part of eligibility and/or continued assistance, the HA will conduct criminal background checks (to include all adult family members) either by obtaining copies of records or requiring the family to pay the cost of or furnish such copies of criminal records. The HA may deny admission to any applicant whose screening results indicate that they or any member of their family may have a detrimental effect on other tenants or on the public housing community. Consideration shall be given to the nature, extent, and elapsed time of the applicant's conduct and to the probability of favorable future conduct. Such detrimental effects may include but are not limited to the following:

- 1) The HA will determine an applicant ineligible if any member of the family is a person who was arrested, charged or evicted because of a drug-related criminal activity from housing assisted under a 1937 Housing Act program. The HA reserves the right to make exceptions if the evicted person has successfully completed a rehabilitation program or if it is determined that the evicted person no longer participates in drug-related criminal activity.
- 2) Police record, landlord reports of disturbances, destruction of property, or drug-related/substance abuse activities.
- 3) A record of poor living or household habits.
- 4) Any other activity that could adversely affect the safety and welfare of other public housing residents.
- 5) Credit history including unpaid rent or damage claims to other landlords.

Applicants that are denied eligibility may not reapply for housing assistance for a period of ninety (90) days after notification of ineligibility unless they can provide verification that their circumstances have materially changed.

## **IX. SELECTIONS AND EXCEPTIONS**

Resident shall be selected from among eligible applicants, those having Federal preferences, whose family compositions are appropriate to the available unit and who fall within the rent ranges established to insure financial solvency of the Department as follows:

- A. Families who reside or are employed within the City of Shelby ( needed transfers shall take priority over any new adissions) in the following order:
  - 1. Involuntarily displaced families
  - 2. Sub-standard housing
  - 3. Paying more that 50% of the family income for rent
  - 4. Elderly/Disable
  - 5. Others
  - 6. 10% Execeptions

Within each group, consideration shall be given to the date and time of the application.

- B. Families who reside outside the City of Shelby, but within Cleveland County, in the same order as set forth in paragraph A above.

Once a offer has been made, a family will be given no more than twenty-four (24) hours in which to accept or reject the offer. Acceptance of a unit will be determined by the family paying the required security deposit and pro-rated rent. The HA may grant additional time to pay a security deposit in unusual circumstances.

Applicants will be notified should the applicant be found to be ineligible for assistance, variance in the determination of bedroom size as indicated on the original application, or misrepresentation on the application. Applicants will be notified in writing of such determinations and given the opportunity to request an informal hearing.

#### **X. APPLICATION UPDATES, OCCUPANCY STANDARDS, INCOME INCLUSIONS/DEDUCTIONS, INCOME CALCULATIONS, AND LEASE-UP**

- A. Application Updates:

Applicants will be given a written notice as their name nears the top of the waiting list to submit updated information and indicate their continued interest in public housing. If the updated information request is not returned within seven (7) days, the applicant's name will be dropped from the waiting list and other selections will be made.

- B. Occupancy standard/unit size will be determined at the time of enrollment based on the following criteria:

- 1) The smallest unit size consistent with Program requirements and Housing Quality Standards to avoid under or over occupied units unless the HA has significant vacancies in one or more communities.

- 2) The bedroom size assigned will not require more than two persons to occupy the same bedroom.
- 3) The HA shall make every attempt to assign persons of different generations and opposite sex (other than husband and wife) separate bedrooms.
- 4) The HA shall make every attempt not to require children to share a bedroom with a single parent.
- 5) Selection preference will be granted to elderly or disabled applicants for vacancies in housing designated for elderly or disabled families. The HA will give preference to elderly families and disabled families equally in determining priority for admission to mixed population developments. The HA 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.
- 6) In selecting elderly families and disabled families to occupy units in mixed population developments, the HA will first offer units that have special accessibility features for persons with disabilities to families who include persons with disabilities who require the accessibility features of such units.
- 7) Bedroom size assignments may be made in accordance with HUD guidelines as follows:

Number of Bedrooms	Minimum Person(s)	Maximum Person(s)
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

Exceptions to these standards will be permitted only for situations involving live-in aids, physician orders for separate bedrooms because of health problems, or permitted circumstances of family members temporarily away from the housing unit. The HA reserves the right to approve or disapprove such accommodations that may lead to unsafe or overcrowded conditions. The HA also reserves the right to assign only participants who qualify as elderly to units designated as elderly units.

Should the applicant refuse the offer of assistance, their application will be so noted, and their name will be placed at the bottom of the waiting list. The HA reserves the right to waive any provision of this policy to meet emergency or hardship conditions, and such exceptions shall not be related to race, color, creed, sex, handicapped status, familial status or national origin.

### C. Income Inclusions, Exclusions and Deductions

Total tenant payment (gross family contribution) for rent will be computed in accordance with Federal Regulations 24 CFR 913, as follows:

Total tenant payment shall be the highest of the following, rounded to the nearest dollar:

- 1) Thirty percent (30%) of the monthly adjusted income; or
- 2) Ten percent (10%) of monthly income; or
- 3) The HA reserves the right to flat rents.

#### D. Income Calculations

Income will be based on the anticipated total income from all sources including net income derived from assets received by the participant family, for the 12-month period following the effective date of initial determination or re-examination/re-certification. In the event that it is not feasible to anticipate income for a 12-month period, the HA may use the annualized income anticipated for a shorter period of time, or if an anticipated amount cannot be determined (such as for temporary or seasonal employees) the income can be determined by using the previous 12-month period.

#### E. Lease-Up

Leasing appointments will be scheduled and applicants will be notified of the date and time. Should the applicant notify the HA of their inability to be present at the enrollment session, the HA will provide a rescheduled time; however, failure of such notification on the part of the applicant will result in removal of their name from the waiting list. As indicated in Section VIII, Waiting List Administration, applicant names will be removed from the waiting list for failure to notify the HA of a change of address.

All information including income, income from assets, eligible deductions, family composition, preference status (if applicable), and other screening information will be verified and reviewed prior to scheduling the briefing and enrollment appointment.

All applicants will execute and be given a Federal Privacy Act Notice. The information provided will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the requested information may result in a delay or rejection of eligibility approval.

### **XI. INSPECTIONS AND HOUSING QUALITY STANDARDS**

All housing units must have a move-in, move-out and an annual inspection.

Units must pass the Housing Quality Standards as set forth in the Federal Regulations and HUD Handbook 7420.7.

#### A. Inspection Schedule

Annual inspection will be conducted for residents with acceptable housekeeping and no abuse problems. Pet inspections will be conducted each quarter. More frequent inspections may be conducted in the event of unacceptable housekeeping or abuse problems.

The HA will maintain an inspection schedule and will generate letters for inspections for annual inspection and special inspections.

Notices of inspection letters will specify the inspection date. Inspections will be conducted by a representative from management. The resident, if available, will be required to sign the completed inspection form and a copy will be provided. The inspectors must indicate on the form when a resident was not available for signature.

#### B. Move-in and Move-out Inspections

Move-in and move-out inspections will be conducted in the presence of the resident (when possible). Residents will be required to sign the move-in or move-out inspection form.

#### C. Resident Abuse and Damages

In the event of resident abuse to a unit, repairs will be made by maintenance and charges assessed to the resident according to the maintenance charge schedule. When abuse is evident, a resident may be required to attend a scheduled conference in order to prevent lease termination. Charges from a move-out inspection will be deducted from the resident's security deposit as indicated in Section XII.

#### D. Special Inspections

Special inspections may be scheduled by management if there are circumstances that warrant an inspection, i.e. excessively dirty unit during a routine work-order or pest control treatment. Adequate notice of the inspection will be provided and the procedures set forth in this Section will be followed.

### **XII GENERAL CONDITIONS – HOUSEKEEPING STANDARDS**

- A. The toilet, sink, tub and floor of the bathroom will be regularly cleaned and kept in a sanitary condition.
- B. Dishes, pots and pans and other utensils used in food preparation and consumption will be regularly washed soon after use and stored when not in use.
- C. The kitchen floor will be regularly washed and kept free of food and accumulations of dirt.
- D. The stove, refrigerator and kitchen sink will be kept free from foods not in containers (except as appropriate to their normal use) and will be regularly cleaned and kept free of grease, food spills and accumulations of dirt.
- E. The floors throughout the house will be regularly cleaned and kept free from food and accumulations of dirt.

- F. The interior of the apartment will generally be kept in a clean and livable condition.
- G. The yard and porches will be kept cleaned of all debris.

### **XIII POLICY & PROCEDURES CONCERNING HOUSEKEEPING LEASE VIOLATIONS**

Generally, individual families become identified as poor housekeepers (identified as a family whose housekeeping habits need to improve) through one of four ways:

- A. Observed during the regular annual inspection of the dwelling.
- B. Observed from visits to the home by the Tenant Services Inspector.
- C. Observed by maintenance personnel during the performance of maintenance work
- D. Referral from others such as Fire Department, Department of Social Services, other residents, etc.

A Habitual Poor Housekeeper is defined as a tenant who requires the initial inspection and two subsequent inspections to bring the apartment and appliances to the required standards, or more than two consecutive initial inspections. If the tenant fails two consecutive initial inspections, the third time the tenant's unit does not meet housekeeping standards, the subsequent inspections will not be scheduled. The tenant will receive a 30-Day NOTICE OF TERMINATION OF LEASE for repeated violations of the lease.

The Department will process apparent housekeeping lease violations in the following manner:

- A. A family who has been identified as a poor housekeeper will be referred to the Tenant Services Inspector or other designated employee.
- B. The Tenant Services Inspector will schedule a home visit so the inspector can inspect the apartment and discuss the housekeeping standards with the family. The family will be notified by letter of the date and purpose of the visit. The letter will include the Housekeeping Standards.
- C. The Inspector shall make the visit, discuss the conditions of the apartment as necessary with the family, and record the observations. The Tenant Services Inspector shall leave a copy of the inspection results with the family.
- D. In the event the inspection discloses a violation of the housekeeping standards, the Tenant Services Inspector will make up to two (2) additional inspections, each with a 48-hour notice.
- E. The results of each subsequent inspection shall be recorded and a copy will be left with the tenant family.
- F. After the **third** visit, if the apartment and appliances are in accordance with the housekeeping standards, and the family has maintained the apartment and appliances in a satisfactory condition, the family's housekeeping shall be considered acceptable under the lease.
- G. However, if after the **third** visit the inspector finds violations of the housekeeping standards, the inspector will recommend eviction. The recommendation for eviction shall be in writing.

- H. The Manager, upon receipt of the inspector's recommendation, shall send to the tenant (s) family a Termination of Lease Notice.

#### **XIV FIRE PREVENTION AND SAFETY RULES**

**THE GREATEST RISK TO A HOUSING AUTHORITY IS FIRE. THE HOUSING AUTHORITY WILL NOT TOLERATE ANY NON-COMPLIANCE OR ABUSE OF POLICY OR EQUIPMENT. THE GREATEST RISK TO A HOUSING AUTHORITY IS FIRE. LISTED BELOW ARE ITEMS YOU SHOULD BE AWARE OF AND COMPLY WITH IN ORDER TO PROTECT YOURSELF AS WELL AS THE HOUSING AUTHORITY AND YOUR NEIGHBORS. FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN PENALTY FEES AND/OR EVICTION.**

- A. There are fire/smoke detectors located in each apartment. If the fire alarm is activated during cooking or other incidence other than an actual fire, fan the alarm to allow the smoke or steam to escape out the window.
- B. Fire/Smoke alarms are placed in the apartment for your protection. Tampering with or disconnecting the fire alarm is a serious matter for which you will be charged a penalty of \$15. Violations of this policy on three (3) occasions will result in eviction action being initiated.
- C. The Tenant is responsible for reporting any fire/smoke alarm that is defective.
- D. Be very careful not to over load the circuits. Do not plug in several appliances or equipment in an outlet.
- E. Paper, trash, and clothing permitted to accumulate in rooms and storage areas is a fire hazard. Keep paper, trash, and clothing in its proper place.
- F. Keep all matches and lighters out of the reach of children.
- G. Never leave the apartment if you have anything cooking on top or in the oven of the range.
- H. Do not have inflammable materials in the apartment, i.e. gas and kerosene.
- I. Absolutely nothing is to be stored near the furnace or hot water heater rooms.

#### **XV. LEASES, SECURITY DEPOSITS AND UTILITIES**

##### A. Lease

The HA maintains a standard form lease and resident rules and regulations which, must be executed prior to move-in. The lease must contain the names of all members of the household and shall be signed by the head-of-household, spouse and members eighteen (18) years of age or older. New leases must be executed for all unit transfers. Notices of rent adjustment will be attached to the lease as rental changes are made. 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.

Schedules of special charges for services, maintenance repairs, utilities, and rules

and regulations will be posted on the Applicant/Resident bulletin board.

## B. Security Deposits

The resident agrees to make a security deposit in the amount required by the HA. The resident shall have the option of paying the full amount of the deposit on the occupancy date, or in monthly installments until the full amount has been deposited. The first payment is due on the occupancy date. The security deposit is part of the lease agreement and must be paid in full by the due date. Failure to pay such charge constitutes a breach of the lease and may be terminated. The security deposit will be as follows:

- One-bedroom - \$200
- Two-bedroom - \$250
- Three-bedroom - \$300
- Four-bedroom - \$350
- Five-bedroom - \$400

The Security Deposit will be returned to the Resident upon vacating, provided:

- A. Proper notice is given in writing, fourteen days prior to vacating the unit.
- B. All rent and/or other charges due are paid at the time the resident vacates.
- C. The dwelling unit and its equipment are left clean.
- D. The keys to the dwelling are returned to the management office.

The Security Deposit may not be used to pay rent or other charges while Resident occupies the dwelling unit. No refund of the Security Deposit will be made until after Resident has vacated, and the dwelling unit has been inspected by the HA.

The return of the Security Deposit shall occur within 30 days after Resident moves out. The HA agrees to return the Security Deposit, if any, to Resident when he/she vacates, less any deductions for any costs indicated above, so long as Resident furnishes the HA with a forwarding address. If any deductions are made, the HA will furnish Resident with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

## C. Utilities.

The Landlord agrees to furnish utilities to resident in accordance with the Schedule of Utilities, copy of which is posted in the management office. Resident agrees to pay for any excess consumption. All excess utility charges are due the second month after the charge is incurred. Failure to pay such charges on the due date is a breach of the lease agreement and can result in termination of the lease and eviction from the dwelling.

## **XVI. RENT COLLECTION POLICY AND PROCEDURES**

It is the policy of the HA to require all residents to make prompt payment of all amounts due under the lease agreement. The resident's failure to pay all or any portion of the amount due shall constitute grounds for termination of the resident's lease.



## A. Payments

Payments must be paid at the HA's Central office. Personal checks may be accepted for regular rental payments that are mailed to the HA. Only cashiers checks or money orders will be accepted at initial occupancy (no personal checks will be accepted). The postmark date of the mail will be considered receipt date of the payment for any payments that are mailed.

## B. Late Payment and Charges

The rent and other charges due will be considered late if payment is not made in full on or before the 10th day of the month. On the 11<sup>th</sup> day of the month, a penalty charge of \$10.00 will be imposed. In all cases of late payments, prompt action will be taken to enforce collection, including legal action if necessary.

## C. Habitual Late Payments

If a tenant is served eviction papers on three (3) different occasions in a fiscal year (July to June), this is automatically considered a reason for eviction.

## D. Notice of Termination of Lease and Eviction Procedures

Residents who fail to make full payment of the amount due on or before the 10th day of the month will be subject to the following procedures:

- 1) On the 11th day of the month, the resident will be given a fourteen (14) day notice of termination of the lease. If the rent is not paid after 14 days, the lease is terminated.
- 2) Fourteen (14) days from the date of NOTICE OF TERMINATION, if there has not been a request for a hearing, a MAGISTRATE SUMMONS and COMPLAINT IN SUMMARY EJECTMENT is filed with the Clerk of Court in Cleveland County and a hearing is set up with the Magistrate (minimum of 7 working days from the date of filing). All cost of legal action are charged to the resident's account.
- 2) HA representative and Resident should attend the Magistrate hearing. If Magistrate rules in favor of HA, the Resident must pay the amount of rent and other charges due within 10 days or Resident may appeal to District Court within 10 days.
- 3) Within 10 calendar days after hearing, if resident has not paid in full, the HA goes to the Clerk of Court in Cleveland County and files an Execution.
- 4) If through an eviction action the Resident receives three (3) Magistrate Summons (Complaint & Summary Ejectment) within (any) twelve-month period, the HA will not dismiss the action to evict the Resident even if Resident makes offer to pay the rent.
- 5) In addition to rent, Resident is responsible for the payment of certain other charges as specified in Section 5 of their Lease Agreement. Charges for

consumption of excess utilities and for Maintenance and Repair Charges, beyond normal wear and tear, shall become due and collectable two (2) weeks after resident is given notice by HA in a written statement. Resident's statement will indicate due date. Prompt payment is expected after receipt of this Notice.

## **XVII. TERMINATIONS OF ASSISTANCE**

The tenant may terminate the lease by providing the HA with fourteen days written notice as defined in the lease.

Termination of assistance may occur for serious or repeated violations of the lease or failure to fulfill the Tenant's obligation set forth in the lease, or for other good cause. Grounds for termination of assistance may include but are not limited to the following:

- 1) Action or inaction by the participating family or violation of family obligations under the lease, rules, and/or regulations.
- 2) If a participant has committed any fraud or has made willful misrepresentations in income, assets, or family composition in connection with any federally housing assistance program.
- 3) Drug-related or violent criminal activity by any member of the participant family or guest
- 4) Allowing any unauthorized person(s) to live in an assisted unit beyond (subject to HA approval) not to exceed 14 days in a 12-month period or allowing unauthorized person(s) to use the unit address for mailing purposes, legal documents, etc.
- 5) Failure of any participating family member, or guest under the participant's control, to conduct themselves in a manner that would adversely affect the decent, safe, and sanitary requirements of the program or hinder the peaceful enjoyment by other area residents or employees of the HA.
- 6) Failure to vacate a unit in 30 days after executing a 30 day notice to vacate form;

All housing terminations will be made in accordance with the Federal Regulations, State and local laws, and the HA's Grievance Policy.

## **XV. ANNUAL RECERTIFICATION, INTERIM CHANGES AND REEXAMINATIONS**

### **A. Annual Recertification**

Re-certification must be done annually by all members of a family who are 18 years of age and older. Participants will be given an appointment for re-certification. If participants fail to keep a scheduled appointment, a work-in schedule will be available. Failure to re-certify will be deemed as inaction by the family and a violation of the family's obligations and is grounds for termination of the Lease. Program participants will be provided with a "Rent Adjustment" form at the end of the reexamination that will indicate changes in rent.

### **B. Interim Changes**

Rent is fixed and will remain in effect for the period between regular rent determinations, unless during that period:

1. Landlord must correct an error that occurred in connection with admission or re-examination.
2. Resident can show a change in his/her circumstances, which would create a hardship situation lasting for a period no less than 30 days starting with the time the hardship is reported.
3. The addition to the family of another member, who according to the management policy has income.
4. Any type of new income to the family household not previously reported. If it is found that the resident misrepresented to management the facts upon which his/her rent is based, so that the rent being paid is less than the amount that should have charged, such misrepresentation shall amount to violation of the terms and conditions of the lease and shall be grounds for termination of the lease and eviction.
5. An adult member of the Household who was reported as unemployed on the most recent certification or rectification obtains employment.
6. The Department may make interim changes in rent if necessitated by changes in the Schedule of Utility Allowances.
7. Each person must report in writing within 10 days from the date of any change to income or household composition.
  - a. All interim decreases in rent shall become effective the first of the month following the change in income until the next periodic re-examination except that in the correction of errors, decreases shall be retroactive to the date of the second month following the change.
  - b. In the event of any rent adjustment pursuant to the above, Landlord will mail or deliver a "Notice of Rent Adjustment" to resident which resident shall accept as an amendment to his/her lease.

Zero income families will be contacted on a monthly basis concerning the status of their household income. They will be advised to seek assistance from supportive agencies (DSS, Job Service, etc.). Participants that have no source of income will be required to submit statements of survival each month until employment or other means of financial support is obtained. The HA may require verifications that would indicate that the participant is unable to obtain TANF or income assistance from other programs, unable to work, or unable to participate in State or local job training services. The HA may request a credit report on these families for rent determination purposes to see if there are any amounts paid to the household on a regular basis.

#### C. Limitations on Household Size:

Participant families may only increase household size due to marriage, birth of additional children, custody changes or legal adoptions involving minor children, or additions through the foster care program. Participant names, with these type of changes in household size that result in the unit no longer being the appropriate size, will be placed on the transfer list.

## **XIX. TRANSFERS**

Transfers shall be made without regard to race, color, or national origin. They shall not be made to units of equal size except to alleviate great hardship as determined by the Executive Director or his officially designated representative. In so far as possible, transfers to meet occupancy standards shall be made within a project. However, if the project has no units large enough or small enough for the family, The family shall be transferred to an appropriate unit in another project. Needed transfers shall take priority over any new admissions.

Landlord reserves the right to determine from information given by resident whether the size of the dwelling unit is appropriate to resident's needs. Landlord shall so notify resident of his/her determination and agrees to give resident a reasonable length of time to move. Arrangements must be made to pay any damages, repair charges, or any other balances that may be owed at the time of the transfer.

Requests for transfers can be made, in writing, to the HA and names will be placed on the transfer list. Transfers for medical needs or locations nearer to employment will be permitted as vacancies occur. Transfers of convenience will be made at the discretion of management. Participants on the transfer list may be passed over in order to accommodate residents with documented needs in the following order of priority:

- 1) Transfer requests for medical needs.
- 2) Transfer requests for employment or child care in order to keep employment (with employment and child care verification).
- 3) Transfers because of over or under utilized unit size with priority to someone whose transfer needs exceeds one unit size.
- 4) Transfers of convenience.
- 5) A person on the transfer list may be skipped if there is no tenant to be transferred or applicant available for the unit they would vacate.

A participant will be required to accept one offer of transfer unless move would create problems because of medical needs, employment or school of head of household, or child care for employment or school of head of household. Any variance in this requirement would be made at the discretion of management.

## **XX. DRUG FREE HOUSING**

In consideration of the execution or renewal of the, Landlord and Tenant agree as follows:

- A. Resident, any member of the resident's household, guest or other person under the resident's control shall not engage in criminal activity including drug-related criminal activity, on or near project premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802).
- B. Resident, any member of the resident's Household, guest or other person under the control of the resident shall not engage in any intent to facilitate criminal activity, including drug related activity, on or off the premises.



- Birds in cage and fish in water tank

The Department prohibits any type of animals that are classified as dangerous.

#### Resident Obligations and Requirements

1. Dogs and cats can attack and cause serious injuries. Residents will be required to purchase a Renter's Insurance Policy including liability that would provide coverage for the pet's owner. The coverage will need to be a minimum of \$100,000 limit of liability. Resident will need to bring a Certificate of Insurance from the insurance agent to the Department of Housing annually showing the liability coverage.
2. Resident must provide a pet license as required. Pets must be registered with the Department of Housing and all requirements must be met before the pet can be housed.
3. Resident must provide annually a statement from a Veterinarian that the pet, as required, has all inoculations current and is free of infestation, skin disorders or other contagious health problems.
4. Units will be inspected at least quarterly or more often if there is a reasonable cause.
5. Resident must provide name and telephone number of regular veterinarian.
6. Dog or Cat must be housebroken. A cat should be litter trained and a dog must be housebroken.
7. Female dogs and cats over six months must be spayed and males over eight months neutered unless a letter is received from a licensed veterinarian giving medical reason why such is detrimental to the pet's health.
8. Resident must have a litter clean up device.
9. Resident must pick up pet feces from the yard and premises, and dispose of it in an acceptable manner. All animal waste is to be picked up and disposed of in a sealed plastic bag and placed in trash bins. Litter boxes or litter from cages must be disposed of in the same manner as animal waste. Placement of feces in garbage cans or dumpsites without it being placed in a sealed plastic bag is unsanitary and will not be tolerated.
10. No animal, of any kind, shall be raised, bred, or kept in any unit for any commercial purpose.
11. Resident owner will be required to maintain dwelling unit free of noxious odors caused by the keeping of pets. Barking will not be tolerated in that it is considered to be a nuisance to other residents. Pets disturbing the peace of neighbors through noise, smell, animal waste, or other nuisance must be removed from the premises.

12. No guest may bring pets onto the property of the Department. Residents will not keep pets for anyone on a temporary basis.
13. All pets must be on a leash or carried when they are outside your apartment, or on grounds of the Department. Dogs or cats must be under absolute control of the owner. No pets will be left outside tied-up in any manner during the day or at night. No pets will be allowed in any Department buildings.
14. To resolve any complaint or violation, a meeting may be held with the Executive Director, complainant and the Resident.
15. Failure to follow any of the regulations will result in the immediate removal of the pet from the premises or termination of the Dwelling Lease by the Department of Housing.
16. Every dog or cat must wear a current City Animal License, a valid rabies tag, and a tag bearing the owner's name, address, and telephone number.

The Housing Authority reserves the right to reject any and all requests for keeping of any pet which in its judgment would have an adverse effect on the health and welfare of other residents.

In the event of a violation of any of the above terms and conditions, the Department shall have the right to immediately cancel this agreement and require the pet owner/resident to immediately remove the pet from the premises. Cancellation of this agreement will not imply a waiver of the resident's responsibility for any damages.

## **XXII. COMPLAINTS AND INFORMAL HEARINGS**

### **A. Discrimination Complaints**

If there is notification to the HA that there is reason to believe that there has been any discrimination on the basis of race, color, creed, sex, handicapped status, familial status, or national origin, the HA will provide the Fair Housing Complaint Form, HUD-903 and any assistance deemed necessary.

### **B. Informal Hearings**

#### **1) Denials of Eligibility**

Denials of eligibility will be indicated through written correspondence. Letters will be sent indicating the reason for the denial, notification of the right for an informal hearing, and shall require either orally or written request back to the HA within seven (7) days from the date of the notification. Failure to request the hearing, in writing, within seven (7) days from the date of the letter from the HA will result in forfeiture of this right.

Informal hearings, upon receipt of a request, will be conducted for decisions affecting denial of eligibility. The informal hearing will be conducted by a member of the HA staff other than the individual that initially determined the ineligibility.

## 2) Termination of Lease

For terminations of the lease, the hearing must allow for due process for the HA and the family to include presentation of any evidence and/or opportunity to question witnesses, right to retain and have legal representation. (See Lease and Grievance Policy).

Failure to appear at a scheduled hearing by either the family or the HA is a waiver of the right to a further informal hearing. a waiver of either party's right to appropriate judicial proceedings.

Informal hearings will not be conducted by the HA for the following:

- a. Discretionary administrative determinations by the HA, general policy issues, or class grievances.
- b. The HA's determination of the bedroom size or the participant's occupancy of a unit that is overcrowded or under utilized.
- c. A decision of denial or termination based on any drug-related, violent criminal activity any activity that threatens the health, safety or peaceful enjoyment of the premises by other residents.

## **XXII. RECORD RETENTION**

The HA will maintain all applications for admission and of all tenants in occupancy (to include race, ethnicity, sex, age of head of household) and any other occupancy information collection for the later of at least three (3) years until audited by HUD. Records must be maintained to include offers rejection of units, the reasons for the rejection, ineligibility documentation, and eligibility documentation for all residents. Files will be maintained for all participants that are no longer housed by the HA and must include the disposition of the security deposit.