

WADESBORO HOUSING AUTHORITY MISSION STATEMENT

Our aim is to ensure safe, decent, and affordable housing; create opportunities for residents' self-sufficiency and economic independence; and assure fiscal integrity by all program participants.

SECTION 1: DEFINITION OF FAMILY

For the purpose of Wadesboro Housing Authority (hereafter referred to as WHA) eligibility determinations for admittance to its Conventional Public Housing Program, a person or persons must meet the definition(s) of "Family" to be determined eligible. A "Family" includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender, or marital status;

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
2. A group or persons residing together, and such group includes, but is not limited to;
 - i. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - ii. An elderly family;
 - iii. A near-elderly family;
 - iv. A disabled family;
 - v. A displaced family; and
 - vi. The remaining member of a tenant family.

A "Near-elderly family" means a family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

However, Wadesboro Housing Authority shall not discriminate with regards to admission to WHA's Conventional Public Housing Program based on;

*Because members of the family are unwed parents, recipients of public assistance, or children born out of wedlock.

*Because a family includes children (familial status discrimination)

*Because of age, race, color, religion, sex, or national origin

*Because of disability

*Whether a family decides to participate in a family self-sufficiency program.

24 CFR 5.4D3 further defines "family" to include the following;

- A. Disabled Person; A person who is under a disability as defined in section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

Section 223 of the Social Security Act defines disability as an inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death or has lasted or can be expected to last continuously for at least 12 months; or for a blind person at least 55 years old, inability because of blindness to engage in any substantial gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.

Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) defines developmental disability in functional terms as: "Severe chronic disability that: (a) is attributable to a mental or physical impairment or combination of mental and physical impairments; (b) is manifested before the person attains age 22; (c) is likely to continue indefinitely; (d) results in substantial functional limitations in three or more of the following areas of major life activity: (1) self-care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and (8) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are lifelong or extended duration and are individually planned and coordinated."

- B. Displaced Person; A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws.
- C. Elderly Family; A family whose head or spouse (or sole member) is an elderly, disabled, or handicapped person. It may include two or more Elderly,

Disabled, or Handicapped persons living together, or one or more of these persons living with one or more Live-in Aides.

- D. Elderly Person; A person who is at least 62 years of age.
- E. Handicapped person; A person having a physical or mental impairment that; (a) is expected to be of long-continued and indefinite duration, (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could be improved by more suitable housing conditions.

For the purpose of this section, "Family" includes, but is not limited to, (a) an elderly family, (b) the remaining member of a tenant family, and (c) a displaced person.

For the purpose of WHA eligibility determinations for admittance to its Conventional Public Housing Program, it is recognized the Head of Household, Spouse, or Sole Member of a "Family" must be at least eighteen years of age or legally declared an emancipated minor.

- F. Live-in Aide; A person who resides with an Elderly, Disabled, or Handicapped person or persons and who (a) is determined by the WHA to be essential to the care and well-being of the person(s); (b) is not obligated for support of the person(s); and (c) would not be living in the unit except to provide necessary supportive services.
- G. 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 or handicapped person, or is a full-time student.
- H. Full-Time Student; A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended.
- I. Other Single Persons; (Amended September 14, 1993) A person living alone or intending to live alone and who does not qualify as an Elderly Family, Displaced Person, or the remaining member of a tenant family. For the purpose of Admission, the Wadesboro Housing Authority shall extend preference to Elderly Families (including Disabled Persons and Handicapped Persons) and Displaced Persons over "Other Single Persons". Wadesboro Housing Authority prohibits the occupancy of a unit larger than one bedroom by "Other Single Persons".

- J. Single Pregnant Woman; It is recognized that a single, pregnant woman, that is, a pregnant woman with no other dependents or family members expected to occupy an apartment with her, does constitute a "Family" for the purpose eligibility for WHA's Conventional Public Housing Program. Verification of pregnancy from the applicant's family physician or health clinic will be required in all cases.

SECTION 2: APPLICATIONS

Applications for admittance to the Conventional Public Housing Program administered by WHA are taken on Tuesdays and Thursdays from 8:00 AM until 4:00 PM only. Exceptions to this policy will only be made for prospective applicants who can document a continuing, on-going obligation that prevents them from applying at the times and days established. In those cases, an application will be taken by appointment only. Applications must be completed in the office of Wadesboro Housing Authority, 200 West Short Plaza, Wadesboro, NC, and must be completed with the applicant present. Exceptions to this policy will be made only for those persons who, due to sickness, handicap, physical disability, etc., are physically unable to come to the office. In those cases a family representative will be allowed to complete an application for such person or persons.

- A. Income; Income is the most important factor in determining a family's eligibility. Wadesboro Housing Authority will use the following methods of verifying income; (1) third-party verification through an employer or public agency, (2) review of documentation provided by the family such as benefit checks, pay-check stubs, benefit award letters, etc. All records verifying income will be retained by the Housing Authority.
- B. Family Size and Composition; WHA will rely on the information provided by the applicant to verify family size, composition and the relationship among the family members, accompanied by birth certificates when necessary to prove relation and Social Security Cards for all.
- C. Age; Age of family members will be verified by birth certificates or other acceptable documents.
- D. Displacement Status; Displacement status will be verified by documents from the agency responsible for the action.

The following documents may be obtained to verify applicants eligibility;

1. Birth Certificates or family bible, passport, visa, etc.
2. Social Security numbers and copies of original Social Security Cards for all family members listed on the application who are six years of age or older and who have been issued Social Security Numbers by the U.S. Social Security Administration as required in 24 CFR Part 200 et al.
3. Social Security Cards and/or Social Security numbers of a deceased spouse or parent that Social Security benefits are received from.
4. Any other legal documents necessary to establish family income and family composition.

Copies will be made of all verifying documents.

SECTION 3: SELECTION CRITERIA

To be eligible for Wadesboro Housing Authority's Conventional Public Housing Program, an applicant must be able to meet his or her obligations under the terms of the lease. Credit checks and reports from current or former landlords will be done to determine the applicant's paying habits. Reports from current or former landlords will be done to evaluate the ability of an applicant to maintain the premises, meet rent obligations and identify behaviors that may be destructive or a nuisance to other tenants. Criminal records checks will be done on all applicants to determine if an applicant has a history of criminal activity involving crimes of physical violence to persons or property or drug related criminal activity involving the illegal manufacture, sale, distribution, or use of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 USC 802) or other criminal activity which would adversely affect the health, safety or welfare of other tenants. All information which provided the basis for denial of eligibility based on past conduct of the applicant or members of his/her family will be thoroughly documented.

As provided in 24 CFR 960.207, applicants will be promptly notified of their eligibility or ineligibility as follows;

- a. The WHA must promptly notify any applicant determined to be ineligible for admission to a project of the basis of such determination, and must provide

the applicant upon request, within five days after the determination is made, with an opportunity for an informal hearing on such determination.

- b. When a determination has been made that an applicant is eligible and satisfies all requirements for admission, including tenant selection criteria, the applicant must be notified within ten (10) business days of the approximate date of occupancy insofar as that date can be reasonably determined.

Maintaining records; All files will be kept indicating the final action taken on all applications including applications that have been determined inactive for a minimum of three years.

Waiting List; Applicants will be placed on the waiting list according to bedroom size, Working Family Preference (for no more than 50% of new admissions) and date and time of application.

Dwelling Size; WHA will make every effort to assign families to units in accordance with the following table in as much as possible;

<u>BEDROOM SIZE</u>	<u>NUMBER OF PERSONS</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
1	1	2
2	2	4
3	3	6
4	5	8
5	7	10

In assigning unit size required for an applicant, WHA will make every effort to provide for the following standards in as much as possible;

- a. No more than two persons will be required to occupy a bedroom.
- b. Persons of different generations, persons of the opposite sex (other than spouses) and unrelated adults will not be required to share a bedroom.
- c. Husband and wife will share a bedroom unless adequate documentation, as determined by the WHA, is provided necessitating separate bedrooms.
- d. Children of the same sex will share a bedroom.

- e. Children, with a possible exception for infants, will not be required to share a bedroom with persons of different generations, including their parents.
- f. If, because of a physical or mental handicap of a household member or a person associated with that household, a family may be assigned a unit that is larger than the unit size suggested by the guidelines herein.
- g. Foster children or children who are temporarily absent from the home, will be included in determining unit size.
- h. A live-in aide, who is not a member of the family, will not be required to share a bedroom with another member of the household.
- i. WHA may provide space for a child who is away at school but who lives with the family during school recess. WHA will not provide space for a family member who will be absent most of the time.
- j. WHA will include as members of the household, all children anticipated to reside in a dwelling unit.

In accordance with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, WHA does not require that children of opposite sex be housed in separate bedrooms. This is an option that will be made available to the applicant. At the time of application, the applicant will be allowed to specify whether their children are to be separated by sex when determining unit size for the purpose of waiting list placement. It is further understood that the applicant will be allowed to change this specification at any time prior to admission.

SECTION 4: PREFERENCES

(amended May 19, 1998)

In accordance with CFR 5.4D5, Wadesboro Housing Authority will select no more than 50% of all new admissions annually as follows;

- A. Bedroom size
- B. Families whose head or spouse or sole member is employed a minimum of 20 hours per week at minimum wage or greater or whose head and spouse or sole member is age 62 or older or is receiving Social Security Disability,

Supplemental Security Income Disability Benefits, or any other payments based on the individual's inability to work.

For the purpose of this Section, Families (including single member families) who have met the requirements of Part B will be ranked according to prevailing date and time of application.

For the purpose of this Section, nothing set forth in this selection procedure shall take precedence or priority over that established in Section I, Part I of this policy.

Wadesboro Housing Authority will grant a preference in selection of one-bedroom unit residents to elderly, disabled, handicapped, or displaced individuals or families over "other single individuals". This preference will apply to all new admissions.

SECTION 5: CLOSING THE WAITING LIST

WHA shall reserve the right to suspend application taking and close the waiting list in the event that the following situation is achieved;

1. There is an adequate pool of applicants who have qualified for the Conventional Public Housing Program such that a new applicant would unlikely be admitted to WHA's Conventional Public Housing Program within the following twelve months.

In the event WHA chooses to suspend application taking and close the waiting list, the decision to do so must be publicized locally in those medias appropriate for the area served. The decision to reopen the waiting list and begin taking applications again must also be publicized in a similar manner.

SECTION 6: UPDATING APPLICATIONS AND CONTINUED INTEREST OF APPLICANTS

Applicants will be informed in their letters of eligibility, as outlined in this section, that they are responsible for keeping WHA up to date on changes in family composition status and family income status. Since offers of assistance are based on the information contained in the application, any changes in the applicants situation which was not reported to the WHA and would cause the applicant to fall below the number one position on the waiting list will be grounds

for considering such offers void.

At least once a year, applications will be purged. All applicants currently on the waiting list will be notified by prepaid first class mail that they must contact the WHA, in person, to update their application information and indicate if they are still interested in WHA's Conventional Public Housing Program. Any applicant failing to respond to the notice within the time allowed and any applicant responding that they are no longer interested in WHA's Conventional Public Housing Program will have their application placed in the inactive file which will be maintained for a minimum of two years. No inactive file will be reactivated for any reason except for error on the part of WHA. No information including, but not limited to, income verification, family composition verification, etc. will be used from an inactivated file in order to complete a new application.

**SECTION 7: ADMISSION POLICIES: CONDITIONS GOVERNING
ELIGIBILITY AND SELECTIONS**

I. ELIGIBILITY FOR ADMISSION

Wadesboro Housing Authority will admit as residents of its Conventional Housing Program applicants who, at the time of admission, meet all of the following requirements;

1. Qualify as a "Family".
2. Whose Gross Family Income for eligibility does not exceed the Maximum Income Limits for Admission as established by WHA and HUD.
3. Whose family composition conforms to the occupancy standards which are appropriate the vacant unit.
4. Whose past performance in meeting financial obligations, especially rent, is satisfactory.
5. Whose past performance in meeting lease obligations other than financial is satisfactory.

6. Who have no record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences that could be reasonably expected to adversely affect the health, safety, or welfare of the other tenants.
7. Who have no history of criminal activity, including drug and drug-related criminal activity, involving crimes of physical violence to persons or property which could be reasonably expected to adversely affect the health, safety or welfare of other tenants.
8. Who owe no money for past due obligations to Wadesboro Housing Authority or any other housing authority incurred during a previous tenancy. Applications from these individuals or families will be classified as "ineligible" until all previous financial obligations are met and satisfied.
9. Who owe more than 96 hours of Community Service from a previous tenancy with Wadesboro Housing Authority or any other housing authority. Applications from these individuals or families will be classified as "ineligible" until all previous Community Service obligations are met and satisfied.

It is understood that meeting and satisfying previously incurred financial or Community Service obligations do not automatically qualify an applicant for assistance. All qualifying factors will be considered.

II. SELECTION OF A RESIDENT

Wadesboro Housing Authority shall not, on account of race, color, sex, creed, national origin, religion, familial status, or handicap, deny to any eligible applicant the opportunity of leasing or renting a dwelling unit suitable to their need in any development of the Authority. In selecting tenants from among eligible applicant families of the size and composition appropriate to the available dwelling unit(s), the Authority will take into consideration the needs of individual families for low-rent housing and the statutory purpose of developing and operating a socially and financially sound low-income housing project which will provide a decent home and suitable living environment and which fosters economic and social diversity in the tenant body as a whole.

Selections will be in such a manner as;

1. To avoid concentrations of the most economically and socially deprived families in one or all of the projects operated by the Authority.

2. To preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the tenants or the project environment.
3. To maintain a tenant body in each project composed of families with a broad range of incomes and rent-paying ability which is generally representative of the range of incomes of low-income families in the Authority's area of operation.

A central application pool will be maintained and waiting list established. Tenants will be selected therefrom for appropriate size units in accordance with the preferences and priorities set forth in the adopted regulations governing admission.

Waiting List position of applications will be established in the following order;

1. Unit size required for the particular applicant.
2. Local Preference (for no more than 50% of all new admissions)
3. Date and Time of Application.

When a unit becomes available, the applicant at the top of the community-wide waiting list, as determined by the criteria listed previously, will be notified and offered the opportunity to rent the unit.

For the purpose of this policy, an applicant would not be considered to have been "offered" a unit if any of the following conditions exist;

1. The unit is not of the proper size and type and the applicant would be able to reside there only temporarily, i.e. a specially designed unit that is awaiting a handicapped applicant needing such a unit.
2. The unit contains or has contained lead-based paint, and accepting the offer could possibly result in subjecting the applicant's children under seven years of age to lead-based paint poisoning.
3. The applicant is unable to move at the time of the offer or within a reasonable time after the offer, and presents clear evidence which substantiates this to the Authority's satisfaction. Examples;
 - a. A doctor or other qualified health care provider verifies that the

applicant has just undergone major surgery and needs a period to recuperate.

b. a court verifies that the applicant is serving on a jury which has been sequestered.

4. Accepting the offer would result in undue hardship to the applicant not related to consideration of race, color, national origin, or language, such as making employment or day care facilities inaccessible, and the applicant presents clear evidence which substantiates this to the Authority's satisfaction.

If an applicant refuses an offer, without good cause as explained above, the applicant will be dropped from the waiting list.

In the event there are two or more available units of similar size and type, the applicant at the top of the waiting list will be offered that unit which is determined to have the earliest date of vacancy. The applicant who is second on the waiting list will be offered the unit which is determined to have the next earliest date of vacancy and so forth. For the purpose of this policy, "date of vacancy" is defined as the date a unit has been legally returned to the possession of the Authority by the previous occupant.

SECTION 8: OCCUPANCY

I. REQUIREMENTS APPLICABLE TO TENANT RENT

Tenant Rent As defined in 24 CFR 960.208 and 24 CFR Part 5, "Tenant Rent" means the amount which the tenant is required to pay to the WHA under the terms of the lease.

The tenant will have to pay for charges in excess of "Tenant Rent" under the following circumstances;

1. Damage to the Premises. Damages to the Project buildings, facilities, or common areas beyond normal wear and tear caused by the tenant, members of the tenant's household, or guests. In addition to damages to structures and equipment, such charges will include charges for the tenant's failure to carry out maintenance and housekeeping tasks in accordance with the terms of the lease, such as failure to maintain the yard that is a part of the dwelling.
2. Consumption of WHA Supplied Utilities in Excess of the Utility Allowances

established by the Authority and approved by HUD.

Maximum Gross Rent-to-Income Ratio

All tenants will eventually be charged 30 percent of adjusted income for rent. The revised procedures for calculating maximum rent will be phased in gradually for residents already under lease. For residents whose initial lease was effective on or after August 1, 1982, gross rent will be computed using the definition of Total Family Income contained in 24 CFR Part 5.613. Gross rent for any dwelling unit shall not exceed 30 percent of the family income.

Minimum Rent-to-Income Ratio

The minimum rent (Total Tenant Payment) for any family shall not be less than 10 percent of gross income (Total Family Income) or \$50.00 per month, whichever is greater.

Hardship Exceptions to Minimum Rent

Households are entitled to claim hardship exceptions to minimum rent under any one of the following four circumstances;

1. The household has lost eligibility for local, state, or federal assistance, or is awaiting an eligibility determination;
2. Requiring the household to pay minimum rent would result in the household being evicted;
3. Household income has decreased because of a change in circumstances, such as loss of employment; or
4. There has been a death in the household.

The household must request a hardship exemption to the minimum rent.

If the hardship is determined to be of a temporary nature, that is not lasting longer than 90 days, minimum rent shall be suspended for a period of 90 days. At the end of the 90 day period, the minimum rent is imposed retroactively to the beginning of the suspension.

If the family demonstrates that the hardship is long term, the family is exempted

from the minimum rent requirement.

Rent Collection

Rent is due on the first day of each month and must be received in the office of Wadesboro Housing Authority by the close of business (4:30 PM) on the ninth day of the month. If the ninth day of the month falls on a Saturday, Sunday, holiday, or any day in which the office of Wadesboro Housing Authority is otherwise closed, the Tenant will be given until the close of business (4:30 PM) of the next business day in which to pay his/her rent. If the tenant wishes to mail his/her rent, it should be mailed at such a time to ensure delivery to the Wadesboro Housing Authority by the ninth day of the month or as otherwise established in this section in order to avoid being declared delinquent. If the rent is not received by the ninth day of the month or as otherwise established in this section, the rent will be declared delinquent. If the rent is declared delinquent, the Tenant will be notified, in writing via first class mail, that the rent is delinquent and his/her lease will be terminated if the rent is not paid in full within fourteen days. In establishing the fourteen day period, one additional day will be added from the date of delinquency to allow for delivery of the notice. If rental payment has not been received as of the close of business (4:30 PM) on the fourteenth day of the delinquency notice, as specified on the notice, his/her lease will be terminated and the Wadesboro Housing Authority will initiate legal action against the Tenant to evict the Tenant from the unit. If this action is initiated, the Tenant will be given the opportunity to have the action dismissed by paying all past due rent plus the prevailing court cost. However, if the action initiated by the Wadesboro Housing Authority represents the second time action is taken in a twelve month period against the Tenant for nonpayment of rent, Wadesboro Housing Authority will not accept a tender of rent due plus court cost; under such circumstances the Tenant and the Wadesboro Housing Authority hereby agree that this lease shall terminate and that NCGS Sec. 42.33 shall not limit the Wadesboro Housing Authority's right to seek rent due, court costs, and possession of the premises.

In the interest of the safety of the employees of Wadesboro Housing Authority, all rent payments must be made by check or money order. No cash will be accepted for payment of rent. All rent payments must be for the full amount of rent due. No partial payments will be accepted.

SECTION 9: DEFINITION OF INCOME AND RENTS

Definition of income is provided in 24 CFR Section 5.619 and the procedures in 24 CFR 5.619.

Total Family Income or Annual Income

- A. Annual Income is the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family, including all net income derived from assets for the 12 month period following the effective date of the initial determination or reexamination of income, exclusive of certain types of income as provided in paragraph (C.) of this section.
- 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 Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family.
 - 3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (B)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has Net Family Assets in excess of \$5,000.00, 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 and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment other than Social Security or Supplemental Security Income (SSI).

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see paragraph (C) (3) of this section).
 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;
 - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
 - ii. The maximum amount that the Welfare Assistance agency could in fact allow the Family for shelter and utilities. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph (B) (6) (ii) shall be the amount resulting from one application of the percentage.
 7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
 8. All regular pay, special pay and allowances of a member of the Armed Forces (but see paragraph (C) (7) of this section).
 9. Any earned income tax credit to the extent it exceeds income tax liability.
- C. Annual Income does not include the following;
1. Income from the employment of children, including foster children, under the age of 18 years.
 2. Payments received for the care of foster children.
 3. Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see paragraph (B) (5) of this section).

4. Amounts received by the Family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of a Live-in Aide, as defined in 24 CFR 5.403.
6. Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income.
7. The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire.
- 8.i. Amounts received under training programs funded by HUD.
 - ii. Amounts received by a Disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency.
 - iii. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
9. Temporary, nonrecurring or sporadic income, including gifts.
10. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937.
11. Deferred periodic payments of Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum.
12. Resident service stipends that are less than \$200.00 per month.
13. Adoption assistance payments.
14. Full amount of student financial assistance.

15. Earned income of full-time students in excess of \$480.00 per year.
16. Adult foster care payments.
17. State or local employment training programs and training of resident management staff.
18. State tax rent credits and rebates.
19. Homecare payments.
20. For a period of twelve (12) months, if the increase in income results from;
 - a. earnings of a family member that has been unemployed for the previous twelve (12) months.
 - b. earnings of a family member during participation in a self-sufficiency or job training program.
 - c. earnings of a family member that had been receiving welfare in the previous six months.

After the twelve month disallowance, a family's rent increase must be phased in. The phased in rent cannot increase as a result of the earned income by more than 50% for an additional twelve months.

- D. 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.

Adjusted Income

Adjusted Income is Annual Income less the following allowances, determined in accordance with HUD instructions;

- A. \$480.00 for each Dependent.
- B. \$400.00 for any Elderly Family.
- C. For any Family that is not an Elderly Family but has a Handicapped or Disabled member other than the head of household or spouse, Handicapped Assistance Expenses in excess of three percent of Annual Income, but this allowance may not exceed the employment income received by Family members who are 18 years of age or older as a result of the assistance to the Handicapped or Disabled Person.

- D. For any Elderly Family;
1. That has no Handicapped Assistance Expenses, an allowance for Medical Expenses equal to the amount by which the Medical Expenses exceed three percent of Annual Income.
 2. That has Handicapped Assistance Expenses greater than or equal to three percent of Annual Income, an allowance for Handicapped Assistance Expenses computed in accordance with paragraph (C) of this section, plus an allowance for Medical Expenses that is equal to the Family's Medical Expenses.
 3. That has Handicapped Assistance Expenses that are less than three percent of Annual Income, an allowance for combined Handicapped Assistance Expenses and Medical Expenses that is equal to the amount by which the sum of these expenses exceeds three percent of Annual Income.
- E. Child Care Expenses which are amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income from such employment. Wadesboro Housing Authority will not normally determine child care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for children.

Temporary Rents

If it is impossible to obtain verification to complete determinations prior to the date of admission or annual reexamination or if WHA is unable to determine "Annual Income" due to instability of the income or of the family composition, a temporary determination of income and rent may be made. In the event the Tenant is placed on a "Temporary Rent", the Tenant will be required to report to the WHA office once a month at a date and time established by WHA and provide all documentation of income until such time as "Annual Income" can be established. Failure by the Tenant to report on a monthly basis on the date and time established by the WHA will constitute a violation of the lease and is grounds for termination of the lease.

Flat Rents

Wadesboro Housing Authority will establish flat rents based on the rental value of the unit as determined by a survey of local private practice. Residents will be offered a choice, annually, whether to pay rent based on their income or to pay a flat rent. Flat rent rates will be reviewed and/or revised on no less than an bi-annual basis. Families choosing to pay flat rents will be reexamined once every three years unless requested by the family.

Regular Annual Reexamination of Tenants

Every Tenant Family, including Elderly Families, shall be reexamined for rent and family composition once ever twelve months, with such changes determined by the reexamination effective on October 1 of each year (subject to change). Each Tenant will be notified in writing of any change required in rent of the unit occupied and of any misrepresentation or any lease violations revealed by the reexamination and the corrective action to be taken. Families choosing to pay flat rents will be reexamined once every three years unless requested by the family.

Interim Redetermination Of Rent

The Tenant must report to the WHA any of the following changes in family circumstances within ten calendar days of their occurrence, and to provide, in a timely manner, such information as required by the WHA to make determinations with respect to rent, eligibility, and the appropriateness of the dwelling size. Documentation includes, but is not limited to, birth certificates, death certificates, Social Security Numbers and Cards, checks or check stubs, police records, child support records, etc.

- A. Loss or addition to family composition of any family member through birth, death, marriage, divorce, or other continuing circumstance, and the amount, if any, of such family member's income.
- B. Employment, unemployment or changes in employment of the family head, spouse, or other wage earner(s) over the age of seventeen years. A promotion by the same employer to a higher position shall be considered as a change in employment. The initial report of change in employment must include expected wage and the number of hours worked per week if the individual is to be paid hourly.
- C. Commencement, discontinuance or alteration of any benefit received by any member of the household from Welfare, Social Security, Railroad Retirement,

Veterans Administration, private Pension Fund, Child Support, Alimony, or any other source. Increase in wages on the same job which does not include a promotion need not be reported, nor shall percentages or across-the-board increases in pensions or public grants be reported, except at the Annual Recertification.

Failure to report changes as required in this section constitute fraud and is grounds for termination of the lease by the WHA.

Increase In Rent

Increases in rent shall be made effective the first day of the second month after the month in which the change occurs, except for an addition or deletion of a family member in which case such change will be effective the first day of the following month.

Decreases In Rent

Decreases in rent shall become effective the first of the month following the month the report of the change is made. However, no reduction in rent will occur until the Tenant has provided all documentation required by the WHA, as described in "Interim Redetermination Of Rent" to justify the reduction. In the event a decrease in rent is required due to a correction of an error made by the WHA, the decrease will be made retroactive to the date of the error.

Interim increases or decreases in rent may be made by the WHA if necessitated by changes in the Schedule of Utility Allowances posted in the WHA office.

SECTION 10: LEASING

Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the utility allowances, other charges under the lease, and the terms of occupancy. **It shall be explained in detail to the applicant and his/her adult family members prior to execution.** It shall be kept current at all times. The lease shall be executed in duplicate, **prior to admission,** by a responsible member of the family selected for occupancy and by the officially designated representative of the Housing Authority. The original shall be retained by the Housing Authority and an executed copy shall be furnished to the tenant. A new lease shall be executed by both parties when a family transfers from one unit to another. During the tenure of the lease agreement, changes in rent shall be made in writing, dated and signed. Notices of changes in rent shall

become a part of the existing lease. The Executive Director or his/her officially designated representative shall certify on every application for admission or continued occupancy that all claims have been verified and that the determinations of the Authority are correct.

Physical Inspections of Dwelling Units at Admission and Upon Vacating

The tenant and a duly authorized representative of the Authority shall make a physical inspection of the dwelling unit assigned to the tenant at admission, annually during occupancy, and at the time he or she vacates. Inspections may be made more frequently than annually during occupancy when conditions warrant. Both the tenant and the duly authorized representative of the Authority shall sign the inspection report in duplicate. The Authority shall retain the original and furnish the tenant the signed and dated copy. This report shall serve as the basis for determining what maintenance charges are to be passed on to the tenant. In the event that during an annual inspection during occupancy or the final inspection after the tenant vacates the tenant is not present during the inspection, the signatures of the duly authorized representative of the Authority and an additional member of the Authority's staff who witnessed the inspection will be acceptable documentation of the condition of the unit.

Additions To The Lease

The Tenant will be allowed to add additional members to his/her lease only under the following conditions;

1. Birth, after the execution of the lease, to an existing Family member.
2. Legal adoption, after execution of the lease, of a minor (a person under the age of eighteen) by an existing family member.
3. Court awarded custody, after the execution of the lease, of a minor or dependent to an existing family member.
4. Marriage, after the execution of the lease, of an existing Family member.
5. A situation involving a person eighteen years of age or older who, due to physical disability, handicap, or other condition, excluding being a full time student, would be considered legally and legitimately a dependent to the head of household.

Wadesboro Housing Authority reserves the right to refuse to add any person to

a Tenant's existing lease if that person can be shown to have a history of criminal activity involving crimes of physical violence to persons or property or drug or drug-related criminal activity that would be expected to adversely affect the health, safety or welfare of other tenants.

Transfers

If at any Annual or Interim Redetermination, it is determined that the Tenant's family composition no longer conforms to WHA's occupancy standards, the Tenant will be transferred to a unit of appropriate size. Failure to transfer to the appropriate size dwelling will be grounds for termination of the Tenant's lease by WHA. For the purpose of this section, "no longer conforming to WHA's occupancy standards" will be defined as family composition exceeding the maximum or falling below the minimum number of persons designated for each bedroom size unit as detailed in the "Dwelling Size" part of the "Selection Criteria" section of this policy.

In as much as it is practical and reasonable, transfers will take precedence over new admissions.

Agreements of Tenants

The Tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with lease. The Tenant further agrees;

- A. Not to assign the lease or to sublease the dwelling unit.
- B. Not to provide accommodations for boarders or lodgers. This does not exclude reasonable accommodations for guests or visitors.
- C. To use the dwelling unit solely as a private dwelling for the Tenant and the Tenants's household as identified in the lease, and not to use or permit its use for any other purpose. With written permission of the Wadesboro Housing Authority, members of the household may engage in legal profitmaking activities in the dwelling unit, where the Wadesboro Housing Authority determines that such activities are incidental to primary use of the leased unit for residence by members of the household. With the consent of Wadesboro Housing Authority, a foster child or live-in aide may reside in the unit.
- D. To abide necessary and reasonable regulations promulgated by the Wadesboro Housing Authority for the benefit and well-being of the housing project and

the Tenants which shall be posted in the Wadesboro Housing Authority office and incorporated by reference into the lease.

- E. To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.
- F. To keep the dwelling unit and such other areas as may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition.
- G. To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
- H. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances.
- I. To refrain from, and cause the household and guests to refrain from destroying, defacing, damaging, or removing any part or adding to any part of the dwelling unit or project.
- J. To pay reasonable charges, other than for normal wear and tear, for the repair of damages to the dwelling unit, or to the project, including damages to project buildings, facilities or common areas, caused by the Tenant, a member of the household, or guest.
- K. To act, and cause household members or guests to act, in a manner which will not disturb other resident's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition.
- L. To assure that the Tenant, any member of the household, a guest, or another person under the Tenant's control shall not engage in;
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Wadesboro Housing Authority's public housing premises by other residents or employees of the Wadesboro Housing Authority.
 - 2. Any drug-related criminal activity on or off such premises.
- M. Not to operate or possess any portable flame-source heater in or about the unit. Violation of this clause will be considered a serious violation of the Dwelling Lease.

- N. Not to operate or park any motorized vehicle on any grounds owned by the Wadesboro Housing Authority.
- O. The Tenant, any member of the household, a guest, or another person under the Tenant's control shall not engage in alcohol abuse that the WHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- P. In the event it is determined by the management of WHA that a face to face meeting is necessary to resolve a problem, complaint, or other situation involving the Tenant, members of the household, or a guest, the Tenant agrees to attend said meeting at the office of WHA at a time convenient to both parties.
- Q. To make no alterations or repairs or redecoration to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the Authority.
- R. To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit. Any additional cablevision or telephone lines must be approved in writing by the Authority prior to installation. Installation can not penetrate the exterior of the building in any manner. Refrain from running telephone, cablevision wires, etc. throughout the unit.
- S. Not to install or place any play or recreational type equipment on any of the grounds outside of the dwelling. Play or recreational equipment includes, but is not limited to, swing sets, seesaws, trampolines, swimming or wading pools of any kind or size, jungle gyms, weight benches, free weights, exercise equipment of any kind, etc.

Obligations of the Wadesboro Housing Authority

- A. To maintain the dwelling unit and the project in a decent, safe, and sanitary condition.
- B. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.

- C. To make repairs to the dwelling unit.
- D. To keep project buildings, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- E. To maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by the Wadesboro Housing Authority.
- F. To provide and maintain appropriate receptacles and facilities, except containers for the exclusive use of an individual Tenant family, for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Tenant in accordance with the Dwelling Lease.
- G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of year, according to local custom and usage, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water, including provision of running water and electricity, is generated by an installation within the exclusive control of the Tenant and/or supplied directly to the Tenant by a Utility Company.
- H. To notify the Tenant of the specific grounds for any proposed adverse action by the Wadesboro Housing Authority. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Tenant to another unit, imposition of charges for maintenance and repair, imposition of charges for excess consumption of utilities, or amendment to the lease. When the Wadesboro Housing Authority is required to afford the Tenant the opportunity for a hearing under the Wadesboro Housing Authority Grievance Procedure for a grievance concerning a proposed adverse action;
 - 1. The notice of the proposed adverse action shall inform the Tenant of the right to request such a hearing. In the case of a lease termination, a notice of lease termination in accordance with CFR 966.4(1) (3) shall constitute adequate notice of the proposed adverse action.
 - 2. In the case of a proposed adverse action other than a proposed lease termination, the Wadesboro Housing Authority shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and, if a hearing was timely requested by the Tenant, the grievance process has been completed.

Utilities

The Wadesboro Housing Authority agrees to furnish utilities to the Tenant in accordance with an approved schedule which shall be provided to the Tenant and posted in the Housing Authority office. The Tenant agrees to pay for excess consumption, if any, in accordance with the schedule. The Wadesboro Housing Authority will not be liable for failure to supply utility services for any cause whatsoever unless the Wadesboro Housing Authority fails to exercise reasonable diligence to remedy the failure. The Tenant is responsible for keeping all utilities he/she purchases directly from a utility company on at all times. Disconnection of any Tenant-purchased utility due to inaction on the part of the Tenant will be considered a serious violation of the Dwelling Lease. If any Tenant-purchased utility is disconnected by the supplying utility company due to inaction on the part of the Tenant, the Tenant will be given two business days to re-establish service. If the Tenant fails to re-establish service in this period of time, Wadesboro Housing Authority will determine that a serious violation of the Dwelling Lease has occurred and that an emergency situation exist which poses a direct threat to the health and safety of the Tenant family and will terminate the lease in a manner specified in the Dwelling Lease.

Smoke Detectors

The Wadesboro Housing Authority will provide a working Smoke Detector for the Dwelling Unit. The Tenant will immediately notify the Wadesboro Housing Authority of any malfunctioning of the Smoke Detector. The Tenant will, under no conditions, tamper with or disconnect this Smoke Detector. If the Wadesboro Housing Authority discovers that the Tenant has disconnected the Smoke Detector, it will be reconnected by the Wadesboro Housing Authority and a \$25.00 reconnect charge will be assessed the Tenant in a manner specified in the Dwelling Lease. The Tenant will then be informed, in writing, that if the Smoke Detector is ever disconnected again, it will be considered a serious violation of the Dwelling Lease and the Dwelling Lease will be terminated in a manner specified in the Dwelling Lease.

Accommodations of Persons With Disabilities

For all aspects of the Dwelling Lease and Grievance Procedure, a handicapped person shall be provided reasonable accommodations to the extent necessary to provide the handicapped person with an opportunity to use and occupy the Dwelling Unit equal to a non-handicapped person. Wadesboro Housing Authority hereby

provides notice to each Tenant that the Tenant may, at any time during the tenancy, request reasonable accommodations for a handicapped household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

Evictions

Tenants will be evicted from their units only for serious single violations of the Dwelling Lease or repeated minor violations of the Dwelling Lease.

- A. The Notice to Terminate shall state the reasons for the eviction and inform the Tenant of his/her right to make such reply as he/she may wish. He/She shall be informed of his right to an impartial hearing and the procedure which is to be followed in obtaining such a hearing. If the decision of the Hearing Officer is in favor of the Authority, a Notice to Vacate shall be issued in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the Notice of Termination, whichever is later, appropriate action will be brought against him or her.
- B. A written record of every eviction shall be maintained by the Authority and shall contain the following information;
 - 1. Name and identification of the unit occupied.
 - 2. Date and copy of the Notice of Termination.
 - 3. Specific reason(s) for the Notice to Terminate.
 - 4. Date and method of notifying the tenant of the reasons and showing a summary of any conferences with the tenant, including names of conference participants.
 - 5. Dated and signed records of minutes of any hearings held.
 - 6. Date and description of final action taken, date and copy of Notice the Vacate.

Protections for Victims of Abuse

- A. An incident or incidents of actual or threatened domestic violence, dating

violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.

- B. Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- C. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, the WHA may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the Conventional Public Housing program.
- D. Nothing in this section may be construed to limit the authority of the WHA, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders, issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- E. Nothing in this section limits any otherwise available authority of the WHA to evict or terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the WHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- F. Nothing in this section may be construed to limit the WHA to evict or terminate assistance to any tenant if the WHA can demonstrate an actual and imminent threat to other tenants or those employed by the WHA or providing service to the WHA if the tenant is not evicted or terminated from assistance.
- G. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

Grievance Procedure

Wadesboro Housing Authority has adopted, in accordance with 24 CFR 966.50 through 966.57, a grievance procedure affording each tenant the opportunity for a hearing on any dispute which a tenant may have with respect to a WHA action or failure to act in accordance with the individual tenant's lease or WHA regulations which adversely affect the individual tenant's rights, duties, welfare or status. A copy of the Grievance Procedure shall be provided to all tenants at admission as well as posted in the office.

Drug Free Housing

Wadesboro Housing Authority operates under a zero-tolerance with respect to drugs and drug related activity and establishes that;

- A. The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the Housing Authority premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use, of a controlled substance, as defined in Section 102 of the Controlled Substances Act (21 USC 802). "Project premises" means **any** project wherever located.
- B. The Tenant, any member of the Tenant's household, or guest or other person under the Tenant's control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- C. The Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
- D. The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control **shall not engage in acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on or near the project premises.

A single violation of any of the provisions of this section shall be deemed a serious violation of the Tenant's lease. It is understood and agreed that a single violation shall be good cause for termination of this lease. Unless otherwise provided by law, proof of violation shall not require a criminal

conviction, but shall be by a preponderance of the evidence.

PETS

Possession of common household pets (as defined in this policy) is now allowed by legal residents of the Wadesboro Housing Authority, subject to the following conditions. **Compliance with all requirements of this policy must be met before any pet is allowed on the premises.**

- A. Only common household pets are allowed in apartments owned and operated by Wadesboro Housing Authority. For the purpose of this policy, "common household pets" are defined as; dogs, cats, caged birds, fish, caged hamster or gerbil. Absolutely no reptiles, rodents (except as permitted above), or exotic animals of any kind are permitted.
- B. There is a limit of one (1) free roaming pet of any kind, i.e. dog or cat, and one (1) restricted or caged pet, i.e. caged bird(s), fish aquarium, caged hamster or gerbil, allowed per household. For the purposes of this policy, an aquarium with multiple fish or a bird cage with multiple birds is considered "one" pet.
- C. All pet owners are required to provide proper care for their pets. This includes, but is not limited to, regular cleaning of cages and aquariums, regular cleaning of litter boxes, and provision of sufficient fresh water, food, and exercise.
- D. For dogs and cats;
 1. A \$200.00 additional security deposit is required. The security deposit must be paid **in full** prior to bringing the pet on the premises. The security deposit or any part thereof may not be used for any damages incurred in the unit unless directly related to the pet. The security deposit is refundable after termination of tenancy or when an established resident provides sufficient evidence that a pet is no longer in the unit.
 2. Documentation must be provided by the resident that;
 - a. all immunizations required by state or local law have been administered and are current and up to date.
 - b. male dogs or cats have been neutered and female dogs or cats have been spayed. IN the event a pet is less than six (6) months old, documentation of spaying or neutering will be provided when the pet reaches the age of six (6) months.

3. The maximum adult weight of any pet cannot exceed twenty-five (25) pounds.
4. The name, address, and phone number, accompanied by a signed statement from the individuals agreeing to do so, of two non-resident adults who agree to take the dog or cat in the event of death or incapacity of the pet owner or in the event of abandonment of the pet by the pet owner.
5. All dogs and cats must be kept in the apartments unless on a leash and in complete control of a household member. Any pet found to be roaming at large in the apartment complex or found to be restrained outside the apartment while unattended will revoke the right of a resident to keep a dog or cat.
6. All residents must clean up after their dog or cat by removing all feces from the grounds and disposing of properly. If, in the case of cats, a litter box is used, disposal of soiled litter must be done by disposing in an air tight waterproof plastic bag and left in the garbage can.
7. **MAINTENANCE WORK ON AN APARTMENT WITH A FREE ROAMING DOG OR CAT WILL NOT BE DON WITHOUT THE HEAD OF HOUSEHOLD OR OTHER HOUSEHOLD ADULT PRESENT!!** In the event of emergency maintenance requirements, every effort will be made to abate the emergency from the exterior of the apartment. This can include, but is not limited to, the disconnection of utilities if needed.
8. All residents must keep their units free from flea and tick infestation. In the event this is not done and the Housing Authority must exterminate the unit or adjoining units, cost for extermination will be charged to the tenant.
9. All owners of a dog or a cat must provide the management of Wadesboro Housing Authority with a picture of the dog or cat in order for proper identification to be made in the event a dog or cat is roaming loose on the premises. Photographs of puppies or kittens must be updated periodically in order to show the adult animal.
10. All owners of a dog or cat must sign an agreement with the Housing Authority accepting full financial responsibility for the actions of their pet.
11. All owners of a dog or cat, or pets of any kind allowed in this policy, must take appropriate measures to ensure that their pet does not disturb other residents peaceful enjoyment of their accommodations and their pet ownership will be conducive to maintaining the project in a decent, safe, and sanitary condition.

12. All dogs and cats must wear a collar with a tag bearing the owner's name, address and phone number. A valid and current rabies inoculation tag must also be attached.

E. Absolutely no "visiting" pets will be allowed. There will be no exceptions to this policy.

In the event it is discovered that a resident is in violation of the official "Pet Policy of Wadesboro Housing Authority", that resident will be prohibited from possessing pets of any kind on housing authority property. Failure of a resident to remove a pet when found in violation of the "Pet Policy of Wadesboro Housing Authority" will constitute a violation of the Dwelling Lease and, in compliance with conditions in the Dwelling Lease and Grievance Procedure, be subject to lease termination and eviction from the dwelling.

It is understood that this "Pet Policy of Wadesboro Housing Authority" in no way restricts those persons who are mobility impaired, visually impaired, or hearing impaired from being accompanied by an "Assistance Dog", or other such specially trained "Assistance Animal", as defined and outlined in North Carolina General Statutes 168-4.2, 168-4.3, and 168-4.5. "Assistance Animals" are not considered "pets".

There are no restrictions applied to "Assistance Animals".

COMMUNITY SERVICE

All residents who are eighteen (18) years of age or older and are not exempt under the exemptions contained herein, shall be required to perform eight (8) hours of community service each month. This service can be provided at any local community, civic, or charitable organization. The selection of the type and location of community service to be provided is totally left to the discretion and responsibility of the resident. Residents may choose to enroll in a self-sufficiency program in lieu of performing the required eight (8) hours of service. Any resident failing to comply with the requirements of the Community Service and Self-Sufficiency Policy is subject to denial to renew their Dwelling Lease at Annual Recertification.

DEFINITIONS

1. **COMMUNITY SERVICE;** The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.
2. **EXEMPT INDIVIDUAL;** An adult who;
 - A. Is 62 years of age or older;
 - B.
 1. Is a blind or disabled individual, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382(c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart.
 2. Is a primary caretaker of such individual;
 - C. Is engaged in work activities a minimum average of 20 hours per week at minimum wage or greater;
 - D. 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 of North Carolina, including a State administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.
3. **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.
4. **ECONOMIC SELF-SUFFICIENCY PROGRAM;** Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other activities.
5. **WORK ACTIVITIES;** Defined in section 407(d) of the Social Security Act (42 U.S.C. 607(d) as the following;

- A. Unsubsidized employment
- B. Subsidized private-sector employment
- C. Subsidized public-sector employment.
- D. Work experience (including work associated with the refurbishing of public assisted housing) if sufficient private-sector employment is not available.
- E. On-the-job training
- F. Job search and job-readiness assistance
- G. Community service programs
- H. Vocational education training (not to exceed 12 months with respect to any individual)
- I. Job skills training directly related to employment
- J. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency.
- K. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate
- L. The provision of childcare services to an individual who is participating in a community service program

COMMUNITY SERVICE PROGRAM ADMINISTRATION

The Community Service and Self Sufficiency Program will be administered by WHA. WHA will provide compliance monitoring and verification as part of the Annual Recertification process.

COMPLIANCE REQUIREMENTS

Each adult (18 years old or older) non-exempt household member is required to;

1. Perform eight (8) hours of community service each month
2. Participate in eight hours of Economic Self-Sufficiency activities each month, or,
3. Participate in a combination of community service or economic self-sufficiency activities for eight house each month

The Community Service requirement may be satisfied by participation in one or more of the following activities;

- A. Participation in an economic self-sufficiency program
- B. Furthering education, i.e. literacy programs, obtaining GED, continuing education classes, job training, etc.
- C. Assistance with local charities such as soup kitchen, homeless program, habitat for humanities
- D. Assistance with youth programs such as Boys and Girls clubs, Scouts, etc.
- E. Participation in community beautification
- F. Participation in neighborhood cleaning efforts
- G. Participation in community agency or school projects
- H. Other such service as may be approved by WHA

Each adult non-exempt household member will be required to complete a Community Service Report form each year at Annual Recertification. The report will include a description of the type of community service or economic self-sufficiency activity completed and the time, date, and number of hours completed. Third party verification of the completion of the service or participation shall be required. The head of household is responsible for lease compliance and is responsible for providing information and documentation as may be requested by WHA to determine compliance.

WHA will maintain community service records for each adult resident by one of the following methods;

- A. Exempt status determination for those exempt in accordance with the regulations

- B. Certification of a service agency or economic self-sufficiency program provider
- C. Completion of a Community Service Log and certification by the participant

NOTIFICATION

All residents and applicants for housing shall be notified in writing of the requirements to participate in Community Service Self-Sufficiency activities. A new lease stipulating the requirements in detail shall be executed with all households in tenancy and with all new move-ins.

NOTIFICATION OF TENANTS IN RESIDENCY; To implement the requirement, all current residents will be notified of the requirements as part of their Annual Recertification beginning in July, 2001 with an effective date of October 1, 2001. Each household will receive a written notice explaining the requirements and instructions regarding compliance and penalty if they fail to comply. The notice will also advise residents of their right to a grievance hearing. After initial notification, residents will be provided notification for compliance in the Annual Recertification process.

APPLICANT NOTIFICATION; All applicants on the waiting list shall be notified of the requirement for community service and self-sufficiency activities at the next application update after October 1, 2001. All future applicants shall be notified of the requirement at the time of application. In the event an applicant is offered an apartment prior to this notification, they will be notified of the requirement as a part of the apartment briefing.

EXEMPTION

WHA will provide exemption status to any resident who request such status and who meets one of the following qualifications as defined in CFR Part 960.6;

- A. a person 62 years of age or older
- B. a person with vision impairment
- C. a person with disabilities, as defined under 216(i) (1) or 1614 of the Social Security Act (42 U.S.C. 416(I) (1):1382c) and who is unable to comply with this Section, or is a primary caretaker of such individual

- D. a person who is employed a minimum of 20 hours average per week at minimum wage or greater
- E. a person participating in a economic self-sufficiency program
- F. participation in a State Welfare-to-Work Program, and has not been found by the State or other administering entity to be in noncompliance with such a program

A resident or applicant wishing to be exempt from the service requirement must make that request in writing by completing a "Request for Exemption" form. The resident may also be asked to provide verification of the information used to claim an exemption. WHA will review the request for exemption and make a determination of the exemption status. The resident will be provided written notice of the determination of exempt status.

The head of household is responsible for reporting any change in status for all household members, whether exempt or non-exempt, between Annual Recertification. WHA will process any report of change in status during the twelve month period between Annual Recertification, issue an interim determination as to the exempt status of the resident and inform the resident of any compliance requirements that may be associated with the change.

ANNUAL RECERTIFICATION AND COMPLAINECE MONITORING

Approximately ninety (90) days and no less than sixty (60) days before the Annual Recertification and renewal date of the lease, all non-exempt adult residents will be required to report and certify as to their compliance with the community service and self-sufficiency requirements under the lease. WHA shall require the resident to obtain third part verification of compliance.

NONCOMPLIANCE

Failure of a resident to comply with the reporting requirements or failure of a resident to have completed the required service on schedule during the previous year will result in WHA refusal to renew the lease and a notice of termination and eviction shall be issued.

REMEDY FOR FAILURE TO COMPLY

WHA shall not renew the lease of a resident found to be in noncompliance unless the following two conditions are met;

The head of household and any noncompliant adult resident enter into a written agreement with WHA in the form and manner required by WHA to cure such noncompliance by completing the additional hours required over the twelve (12) months of the new lease, and,

All other family members who are subject to the service requirement are currently complying with the service requirement or are no longer residing in the unit.

RIGHT TO GRIEVANCE

All residents shall have the right to a grievance hearing as a result of any action taken by WHA relative to implementation of the community service and self-sufficiency requirements of CFR Part 960.6

SECTION 11: STATEMENT OF OCCUPANCY PROCEDURES

Receipt of Application

Every application constitutes the basic legal record which supports the Authority's 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 Authority personnel are to be ink or typed.
2. 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.
3. The date and time of receipt of each Application for Admission shall be shown.
4. When the applicant/resident and interviewer have insured that every blank is completed, exclusive of those provided for Authority determinations,

both shall sign and date the application in the appropriate spaces. No blanks shall be left open; those which are inapplicable to the particular applicant/resident shall be completed with "NA" (not applicable), "NO", or "NONE".

5. The active applications and all materials relating to them are to be kept current at all times and shall be arranged in alphabetical order by bedroom size required.
6. All Inactive and Ineligible Applications shall be filed alphabetically and by year in which the application is deactivated or determined ineligible.

All active application files shall be purged no less often than once a year. Letters shall be sent to each applicant informing him/her that unless he/she confirms his/her continued interest in a dwelling within a specified length of time, his/her application will be retired from the active file. Undelivered letters with their envelopes shall be attached to the respective applications as evidence of the unsuccessful efforts to locate the applicants. Each retired application shall be documented with the date of retirement, the reason for it, and the initials of the person who makes the determination. It shall show the dates of any telephone calls, personal contacts, etc., and the results.

Notification to Eligible Applicants

Each applicant determined to be eligible for admission shall be notified, in writing, of his/her eligibility status and the approximate date of occupancy insofar as that date can be reasonably determined.

Required Verifications and Documentation of Application Data

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

1. Authoritative written information from all sources concerning income, exclusions, deductions and exemptions. Income shall be verified by the source from which it is derived; expenses shall be verified by the recipients of such payments.
2. Reproductions or carbon copies of documents which substantiate the claims of applicants/tenants or a brief summary of the pertinent contents. The summaries shall be signed and dated by the staff member who examined them.

3. Notarized financial statements showing all income, itemized expenses excluding costs of business expansion and amortization of capital indebtedness, and net income of every self-employed person.
4. Written records of all data obtained by telephone, personal interview or other means, showing source of information, date and method received, and signature of person by whom received.
5. Birth certificates, driver's license, etc., to support claims of age in establishing preferences for admission, exemptions for minors, and exclusions of income for persons under the age of 18.
6. Social Security Disability award letters, Pensions and Social Certification of grants for total and permanent disability, or doctor's certification that all conditions of disability or handicap as prescribed by the Social Security definitions, are present to support any claim of disability or handicap.
7. Copies of records of official discharge papers of Veterans or Servicemen.
8. Official displacement notices to support any priority for displacement by government action.
9. Bank statements, bank books, stock certificates and copies of tax returns on real estate, and registers of bonds to support any claims of assets.
10. Sources of information to verify the tenant selection criteria may include home visits, contacts with landlords, employers, social workers, parole officers, court records, drug centers, police department, physicians and clinics.

Written records shall be kept of all determinations and the methods used in making such determinations. In the event unfavorable information is obtained relative to the Authority's selection criteria, consideration shall be given to the time, nature and extent of the applicant's or tenant's conduct and the factors which might indicate a reasonable probability of favorable future conduct or financial prospects, such as;

1. Evidence of rehabilitation.
2. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service

programs and the availability of such programs.

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

Summary or Verified Data

Verification information is to be checked as it is received. If it is incomplete, immediate steps shall be taken to obtain correct and complete information. Every resource available to the Authority shall be used to acquire all of the needed information. Summary of the verified information shall be prepared immediately and shall include the following determinations;

1. Eligibility; Qualifies as a family, Income is within the appropriate income limits for admission.
2. Size of unit needed by family.
3. Rent to be paid.

Rechecking Verified Findings Prior to Admission

If the verified data used in determining an applicant's eligibility and rent to be charged are not more than one month old at the time an applicant is selected for admission and the applicant states that no change has occurred in his status, the data will be considered as reflecting the applicant's status at the time of admission. If the data on file are between one and three months old, inquiries are to be made of the applicant, his/her replies recorded, and any reported changes which may affect his/her eligibility, rent, and unit size are to be reverified prior to leasing. If data on file are three or more months old, all factors are to be reverified and findings recorded.

Annual Reexaminations

Absolute control records shall be maintained to insure every tenant being reexamined within the statutory time limits. Each tenant shall be required to file a completed "Application for Continued Occupancy" no later than two months prior to the date of reexamination. Verifications shall be obtained as listed above, determinations made, and the resident shall be notified in writing, with a copy to be retained in his/her files, no later than 30 days prior to the Date of Reexamination of the following determinations;

1. Any change in rent and the date on which it becomes effective.
2. Any change required in the size of the dwelling unit occupied.
3. Any instance of misrepresentation or noncompliance with the terms of his/her lease and the corrective or punitive action to be taken.

Misrepresentations by the Resident

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