PUBLIC HOUSING ADMISSIONS and CONTINUED OCCUPANCY POLICY

ACOP

Robersonville Housing Authority

Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

A. HOUSING AUTHORITY MISSION STATEMENT 1-1
B. LOCAL OBJECTIVES 1-1
C. PURPOSE OF THE POLICY 1-2
D. FAIR HOUSING POLICY 1-3
E. SERVICE AND ACCOMMODATIONS POLICY 1-7
F. IMPROVING ACCESS TO SERVICES FOR LEP 1-9
G. PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS) OBJECTIVES 1-11
H. FAMILY OUTREACH 1-11
I. QUALITY HOUSING AND WORK RESPONSIBILITY ACT 1-12
J. FEDERAL PRIVACY ACT 1-12
K. POSTING OF REQUIRED INFORMATION 1-13

Chapter 2

ELIGIBILITY FOR ADMISSION

A. QUALIFICATION FOR ADMISSION 2-1
B. FAMILY COMPOSITION 2-2
C. MANDATORY SOCIAL SECURITY NUMBERS 2-5
D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS 2-7
E. OTHER ELIGIBILITY CRITERIA 2-8
F. NON-ECONOMIC ELIGIBILITY CRITERIA 2-10
G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND STALKING 2-15
H. SCREENING FOR SUITABILITY 2-18
I. CRITERIA FOR DECIDING TO DENY ASSISTANCE OR TERMINATION 2.23
J. HEARINGS 2-23
K. ONE STRIKE AND YOUR OUT POLICY 2-23

Chapter 3

APPLYING FOR ADMISSION

A. HOW TO APPLY 3-1
B. APPLICATION PROCEDURES 3-1
C. PREFERENCES DEFINED 3-3
D. PROCESSING APPLICATIONS 3-6

E. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY 3-8

Chapter 4

TENANT SELECTION AND ASSIGNMENT PLAN

A. MANAGEMENT OF THE WAITING LIST 4-2
B. SITE BASED WAITING LISTS 4-4
C. WAITING LIST PREFERENCES 4-4
D. DENIAL OF PREFERENCE 4-6
E. INCOME TARGETING 4-6
F. MIXED POPULATION UNITS 4-6
G. GENERAL OCCUPANCY UNITS 4-7
H. DECONCENTRATION OF POVERTY AND INCOME-MIXING 4-7
I. PROMOTION OF INTEGRATION 4-8
J. PREFERENCE DENIAL 4-8
K. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST 4-8
L. REMOVAL FROM WAITING LIST AND PURGING 4-8
M. OFFER OF ACCESIBLE UNITS 4-9
N. PLAN FOR UNIT OFFERS 4-10
O. CHANGES PRIOR TO UNIT OFFER 4-11
P. APPLICANT STATUS AFTER FINAL UNIT OFFER 4-11
Q. TIME-LIMIT FOR ACCEPTANCE OF UNIT 4-11
R. REFUSAL OF OFFER 4-12

Chapter 5

OCCUPANCY GUIDELINES

A. DETERMINING UNIT SIZE 5-1
B. EXCEPTIONS TO OCCUPANCY STANDARDS 5-2
C. ACCESSIBLE UNITS 5-4
D. FAMILY MOVES 5-4

Chapter 6

TTP

A. MINIMUM RENT 6-1
B. INCOME AND ALLOWANCES 6-3
C. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS 6-5
D. INDIVIDUAL SAVINGS ACCOUNTS 6-8
E. TRAINING PROGRAMS FUNDED BY HUD 6-8
F. AVERAGING INCOME 6-8

G. MINIMUM INCOME 6-9
H. INCOME OF PERSONS PERMANENTLY/TEMPORARILY CONFINDED TO NURSING HOME 6-9
I. REGULAR CONTRIBUTIONS AND GIFTS 6-9
J. ALIMONY AND CHILD SUPPORT 6-10
K. LUMP-SUM RECIEPTS 6-10
L. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS 6-12
M. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE 6-12
N. CHECKING AND SAVINGS ACCOUNTS 6-12
O. CHILD CARE EXPENSES 6-13
P. MEDICAL EXPENSES 6-14
Q. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES 6-14
R. INCOME CHANGES RESULTING FROM WELFARE REQUIREMENTS 6-15
S. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS 6-16
T. FAMILY CHOICE IN RENTS 6-17
U. RHA'S FLAT RENT METHODOLOGY 6-19
V. RHA'S CEILING RENT 6-21
W. ANNUAL INCOME INCLUSIONS AND EXCLUSIONS 6-21
X ASSET INCLUSIONS AND EXCLUSIONS 6-26

Chapter 7

VERIFICATION

A. FAMILY CONSENT TO RELEASE OF INFORMATION 7-1
B. OVERVIEW OF VERIFICATION REQUIREMENTS 7-2
C. THE EIV SYSTEM 7-2
D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION 7-18
E. REVIEW OF DOCUMENTS 7-20
F. SELF-CERTIFICATION 7-21
G. VERIFICATION OF LEGAL IDENTITY 7-21
H. SOCIAL SECURITY NUMBERS 7-22
I. DOCUMENTATION OF AGE 7-22
J. FAMILY RELATIONSHIPS 7-23
K. VERIFICATION OF STUDENT STATUS 7-23
L. DOCUMENTATION OF DISABILITY 7-24
M. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS 7-25
N. VERIFICATION OF PREFERENCE STATUS 7-26
O. EARNED INCOME 7-27
P. BUSINESS AND SELF-EMPLOYMENT INCOME 7-27
Q. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS 7-28

R. ALIMONY AND CHILD SUPPORT 7-28
S. ASSETS AND INCOME FROM ASSETS 7-29
T. NET INCOME FROM RENTAL PROPERTY 7-30
U. RETIREMENT ACCOUNTS. 7-30
V. INCOME FROM EXCLUDED SOURCES 7-30
W. ZERO/EXTREMELY LOW ANNUAL INCOME STATUS 7-32
X. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS 7-32
Y. MEDICAL EXPENSE DEDUCTIONS 7-32
Z. DISABILITY ASSITANCE EXPENSES 7-34
AA. CHILD CARE EXPENSES 7-35

Chapter 8

TRANSFER POLICY

A. TYPES OF TRANSFERS 8-2
B. TRANSFER WAITLIST MANAGEMENT 8-3
C. TRANSFER REQUEST AND APPROVAL PROCEDURE 8-4
D. GOOD RECORD REQUIREMENT FOR TRANSFERS 8-5
E. INCENTIVE TRANSFERS 8-6
F. WAITLIST MAINTENANCE AND OFFER PROCESS.. 8-6
G. PROCESSING IN AND OUT OF DEVELOPMENTS 8-7
H. GRIEVANCE RIGHTS 8-8
I. EXTRAORDINARY CIRCUMSTANCES 8-8
J. COST OF TRANSFERS 8-8

Chapter 9

LEASING

A. GENERAL LEASING POLICY 9-1
B LEASE ORIENTATION 9-3
C. LEASE REQUIREMENTS 9-5
D. EXECUTION OF LEASE 9-6
E. ADDITIONS TO THE LEASE 9-7
F. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES 9-12
G. UTILITY SERVICES AND RESIDENT OWNED APPLIANCES 9-12
H. SECURITY DEPOSITS 9-12
I. RENT PAYMENTS 9-14
J. FEES AND NONPAYMENT PENALTIES 9-14
K. SCHEDULES OF SPECIAL CHARGES 9-15

L. MODIFICATIONS TO THE LEASE 9-15
M. CANCELLATION OF THE LEASE 9-15
N. INSPECTIONS OF PUBLIC HOUSING UNITS 9-15

Chapter 10

PET POLICY

A. EXCLUSION FOR ANIMALS THAT ASSIST PERSONS WITH DISABILITIES ... 10-2
B. MANDATORY RULES FOR RESIDENTS WITH PETS 10-3
C. CONTROL OF THE ANIMAL 10-7
D. UNATTENDED ANIMALS 10-8
E. PROHIBITED PETS 10-8
F. PET POLICY VIOLATION PROCEDURES 10-9
G. SCHEDULE OF PET DEPOSITS 10-11
I. FORMS 10-14

Chapter 11

REEXAMINATIONS

A. ELIGIBILITY FOR CONTINUED OCCUPANCY 11-1
B. ANNUAL REEXAMINATION 11-2
C. NOTICE OF CHANGES AND REPORTING INTERIM CHANGES 11-9
D. OTHER INTERIM REPORTING ISSUES 11-12
E. REPORTING OF CHANGES IN FAMILY COMPOSITION 11-12
F. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT 11-18
G. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES 11-19

Chapter 12

LEASE TERMINATIONS

A. TERMINATION BY TENANT 12-1
B. TERMINATION BY RHA 12-1
C. NOTIFICATION REQUIREMENTS 12-3
D. PROHIBITION AGAINST TERMINATION TENANCY OF VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND STALKING 12-4
E. RECORDKEEPING 12-8
F. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS 12-9

Chapter 13

GRIEVANCES AND APPEALS

A. COMPLAINTS 13-2
B. APPEALS BY APPLICANTS 13-3
C. TENANT GREIVANCE POLICY AND PROCEDURES 13-5
D. DEFINITIONS 13-10

Chapter 14

FAMILY DEBTS TO THE PHA

A. PAYMENT AGREEMENT FOR FAMILIES 14-2
B. DEBTS DUE TO FRAUD/NON-REPORTING ON INFORMATION 14-4
C. WRITING OFF DEBTS 14-4
D. FORMS 14-5

Chapter 15

COMMUNITY SERVICE

A. DEFINITIONS 15-2
B. REQUIREMENTS OF THE PROGRAM 15-4
C. RHA OBLIGATIONS 15-5
D. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM 15-6
E. FORMS 15-7

Chapter 16

PROGRAM INTEGRITY

A. CRITERIA FOR INVESTIGATION OF SUSPECTED FRAUD AND ABUSE 16-1
B. STEPS THE PHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD 16-2
C. STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD 16-2
D. THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD 16-3
E. HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD 16-4
F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE PHA 16-5
G. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW 16-5
H. EVALUATION OF THE FINDINGS 16-5

I. ACTION PROCEDURES FOR VIOLATIONS THAT HAVE BEEN DOCUMENTED 16-6

Chapter 17

CRIMINAL RECORDS AND RECORDS MANAGEMENT POLICY

A. AQUISITION 17-1
B. MAINTENANCE 17-1
C. DISPOSITION 17-2
D. PRIVACY PROTECTION ON RECORDS 17-2

Chapter 18

SECURITY DEPOSITS

A. SECURITY DEPOSIT AMOUNT 18-1
B. PAYMENT AGREEMENT 18-1
C. ADDITIONAL SECURITY DEPOSIT COLLECTION PROCEDURES 18-2
D. TRANSFER OF SECURITY DEPOSIT 18-2

Chapter 19

EVICTION POLICY AND PROCEDURES

A. OVERVIEW 19-1
B. CAUSES FOR EVICTION 19-1
C. DOCUMENTATION AND PROCESSING THE REQUEST FOR EVICTION 19-2
D. TYPES OF EVICTIONS AND FILIING PROCEDURES 19-3
E. ACCEPTANCE OF PAYMENTS DUE WHILE UNDER EVICTION 19-5
F. DECISIONS OF THE COURT 19-6
G. TERMINATION PROTECTED BY VAWA 19-6

Chapter 20

EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE

A. ELIGIBILITY FOR EMERGENCY TRANSFERS 20-1
B. EMERGENCY REQUEST DOCUMENTATION 20-2
C. CONFIDENTIALITY 20-2
D. EMERGENCY TRANSFER TIMING AND AVAILABILTY 20-2
E. SAFETY AND SECURITY OF TENANTS 20-3

Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Robersonville Housing Authority of the Town of Robersonville, North Carolina is referred to as "PHA" or "Housing Authority" or "RHA" throughout this document.

The Public Housing Program was created by the U.S. Housing Act of 1937.

Administration of the Public Housing Program and the functions and responsibilities of the Public Housing Authority (PHA) staff shall be in compliance with the Robersonville Housing Authority (RHA) contracts and agreements, and this Admissions and Continued Occupancy Policy. The administration of the RHA's housing program will also meet the requirements of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts V, VII and IX. (Code of Federal Regulations).

A. ROBERSONVILLE HOUSING AUTHORITY MISSION STATEMENT

The mission of the RHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

B. LOCAL OBJECTIVES

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that RHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

To provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level.

To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for tenants and

their families.

To avoid concentrations of economically and socially deprived families in any one or all of the RHA's developments.

To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to RHA employees.

To attempt to house a tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in RHA's jurisdiction.

To provide opportunities for upward mobility or families who desire to achieve self-sufficiency.

To facilitate the judicious management of RHA's housing inventory, and the efficient management of RHA staff.

To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, disability, sexual orientation or familial status.

C. PURPOSE OF THE POLICY

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for RHA staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and RHA.

RHA's Board of Commissioners must approve the original policy and any changes. This required document is incorporated in the Agency Plan that is provided to HUD.

D. FAIR HOUSING POLICY

Nondiscrimination

It is the policy of RHA to fully comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended), Executive Order 11063, Section 504

of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, state and local Fair Housing laws, and any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted.

Robersonville Housing Authority (RHA) will comply with all laws and court orders relating to civil rights, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.) and 24 CFR Part 1
- Fair Housing Act (42 U.S.C. §§3601-3631) and 24 CFR Parts 100, 108, and 110
- Executive Order 11063 on equal opportunity in housing and 24 CFR Part 107
- Executive Order 13166 on improving access to services for persons with limited English proficiency
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and 24 CFR Part 8
- Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107) and 24 CFR Part 146
- Title II of the Americans with Disabilities Act (42 U.S.C. §§12131-12134), 28 CFR 35
- The Violence Against Women Act
- All applicable state and local laws and ordinances

RHA shall not discriminate because of race, color, sex, religion, familial status (in non-elderly designated housing), disability, sexual orientation, or national origin in the leasing, rental, or other disposition of housing or related facilities, including land, included in any development or developments under its jurisdiction.

RHA shall not take any of the following actions on account of race, color, sex, religion, familial status, disability, sexual orientation, or national origin:

1. Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs.

2. Provide housing that is different than that provided others.

3. Subject a person to segregation or disparate treatment.

4. Restrict a person's access to any benefit enjoyed by others in connection with any program operated by the Housing Authority.

5. Treat a person differently in determining eligibility or other requirements for admission.

6. Deny a person access to the same level of services.

7. Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the public housing program.

RHA shall not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g. families with children born to unmarried parents or elderly pet owners). Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

RHA will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of the Rehabilitation Act of 1973, RHA will make such physical or procedural changes as will reasonably accommodate people with disabilities.

RHA records with respect to applicants for admission shall indicate for each application the date of receipt, the determination of eligibility or non-eligibility, the preference rating if any, and the date, location, identification, and circumstances of each vacancy offered and whether that vacancy was accepted or rejected.

RHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, RHA will make structural modifications to its housing and non-housing facilities (required, 24 CFR §§8.21, 8.23, 8.24, and 8.25) and make reasonable accommodations in its procedures or practices (required, 24 CFR §100.204) to permit people with disabilities to take full advantage of RHA's programs and services.

1) In making existing housing programs (see 24 CFR §8.24) or alterations to existing facilities (see 24 CFR §8.23(b)) to be readily accessible to and usable by individuals with handicaps, RHA is not required to:

   (a) Make each of its existing facilities accessible (24 CFR §8.24(a)(1)), or make structural changes when other methods can be demonstrated to achieve the same effect; (24 CFR §8.24 (b))

   (b) Make building alterations that require the removal or altering of a load-bearing structural member; (24 CFR § 8.32 (c))

   (c) Provide an elevator in any multifamily housing development solely for the purpose of locating accessible dwelling units ("units") above or below the accessible grade level; or (24 CFR § 8.26)

(d) Take any action that results in a fundamental alteration in the nature of the program or results in undue financial and administrative burdens. (24 CFR § 8.24(a)(2))

2) When RHA is making substantial alterations (defined in 24 CFR § 8.23 as alterations to a development that has 15+ units and the cost is 75% or more of the replacement cost of the completed facility) to an existing housing facility, RHA is not required to:

(a) Provide an elevator in any multifamily housing development solely for the purpose of locating accessible units above or below the accessible grade level; (24 CFR §8.26)

(b) Make building alterations that require the removal or altering of a load-bearing structural member; or (24 CFR §8.32 (c))

(c) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. "Structural impracticability" is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. (24 CFR §8.32(c) and Appendix A to Part 40, Uniform Federal Accessibility Standards (UFAS) 3.5 and 4.1.6(3))

3) Note that the undue burdens test above is not applicable to housing undergoing substantial alteration.

RHA will not permit these policies to be subverted to do personal or political favors. RHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting lists.

Affirmative Marketing

As conditions may require, RHA will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. RHA may issue public announcements of availability to encourage applications for assistance. Among the marketing efforts RHA may engage in depending on the situation are the following:

Send informational spots to local media outlets such as radio stations, cable TV, newspapers, or other periodicals for broadcast or publication.

Special outreaches to minorities, persons with disabilities and very low-income families.

Distribute pamphlets and brochures.

Post notices in places of employment, unemployment offices, welfare offices, post offices, grocery stores, churches, community halls, public transportation centers, and with other

agency community service providers.

Conduct outreach to organizations that assist people with disabilities, the elderly, students, immigrants, homeless people and victims of domestic violence.

RHA will monitor the benefits received as a result of the above activities, and will increase or decrease the outreach activities accordingly.

To reach minority groups, it may be necessary to canvas neighborhoods or make mass mailing to areas with heavy concentration of minority citizens. If language is a problem, brochures may be printed in other languages as required.

Operations

In order to further the objectives of nondiscrimination, RHA shall:

Include in the admissions briefings for all RHA programs a section on compliance with Civil Rights laws. The briefings shall explain to all participants what should be done if they believe they have been discriminated against.

Prominently display Fair Housing posters in every development office owned by RHA and in RHA's administrative offices. Such posters shall be posted in such a manner as to be easily readable from a wheelchair.

Use the Equal Housing Opportunity logo and/or statement in all advertising and in all marketing publications of RHA. RHA shall be particularly conscious of human models used in its publications so as to avoid signaling any sense of discrimination.

RHA shall maintain a TDD/TTY machine or access to a TDD/TTY for the use of the hearing impaired. RHA shall use the telecommunications relay service through the local service provider. The North Carolina Relay number is 711 for TDD/TTY.

As many publications as feasible shall be printed both in English and in any other languages as may be commonly spoken within RHA areas of operation. RHA will try to employ staff with bi-lingual language capabilities in English and any other language as may be commonly spoken within the RHA areas of operation, or maintain a relationship with a service or individual that can provide the service.

E. SERVICE AND ACCOMMODATIONS POLICY

This policy is applicable to all situations described in this Admissions and Continued Occupancy Policy when a family initiates contact with RHA, when RHA initiates contact with a family including when a family applies, and when RHA schedules or reschedules appointments of any kind.

It is the policy of RHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

RHA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on RHA forms and letters to all families, and all requests will be verified so that the RHA can properly accommodate the need presented by the disability.

Federal Americans with Disabilities Act of 1990

With respect to an individual, the term "disability," as defined by the 1990 Act means:

A person with a physical or mental impairment that substantially limits one or more of the major life activities of an individual;

Has a record of such impairment; or is regarded as having such impairment. (The disability may not be apparent to others, I.e., heart condition).

Undue Hardship

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an "undue financial and administrative burden" for RHA, meaning an action requiring "significant difficulty or expense."

In determining whether accommodation would create an undue hardship, the following guidelines will apply:

The nature and cost of the accommodation needed;

The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation.

If more than one accommodation is equally effective in providing access to the RHA's programs and services, the RHA retains the right to select the most efficient or economical choice.

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

Interpretation for Visual or Audible Impairments

Documents intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments in compliance with the Fair Housing Act,

24 CFR 8.6, including communication by way of TDD/TTY for those applicants or program participants who are speech or hearing impaired.

Other Accommodations

Qualified families will be offered an accessible unit, upon request by the family, when an accessible unit is available. Due to the limited number of accessible units, RHA will offer vacant accessible units with features for person with disabilities as follows:

- First, to a current occupant of another unit of the same development who requires the accessible features of the vacant, accessible unit and is occupying a unit not having the features;

- Second, if there is no current resident in the same development that requires the accessible features of the vacant unit, then it will be offered to a resident with disabilities residing in another development under RHA's control, who has a disability that requires the special features of the vacant accessible unit;

- Third, if there is no current resident who requires the accessible features of the vacant, accessible unit, then the vacant accessible unit will be offered to an eligible qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the available, vacant, accessible unit;

- Fourth, if there is not an eligible qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, then the RHA will offer the available accessible unit to an applicant on the waiting list who does not need the accessible features of the unit. However, the RHA may require the applicant to execute a lease that requires the resident to relocate, at the RHA's expense, to a non-accessible unit within thirty (30) days of notice by the RHA that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit. *See* 24 CFR § 8.27. Although the regulation does not mandate the use of the lease provision requiring the nondisabled family to move, as a best practice, HUD strongly encourages recipients to incorporate it into the lease, which is included by reference in the ACOP. By doing so, the RHA may not have to retrofit additional units because accessible units are occupied by persons who do not need the features of the units. In addition, making sure that accessible units are actually occupied by persons who need the features will make recipients better able to meet their obligation to ensure that their program is usable and accessible to persons who need units with accessible features. See 24 CFR 8.20. Before occupying with an able-body in the unit, the RHA will over-house a disabled family qualifying for the unit, with the understanding that they will move to an appropriate sized accessible unit when one becomes available.

F. IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

Overview

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the public housing program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published January 22, 2007 in the *Federal Register*.

The RHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Admissions and Continued Occupancy Policy, LEP persons are public housing applicants and resident families, and parents and family members of applicants and resident families.

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the public housing program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the PHA.

Oral Interpretation

In a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the PHA will generally offer, or ensure that the family is offered through other sources, competent interpretation services free of charge to the LEP person.

RHA Policy

The RHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible, the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHA's, and will standardize documents. Where feasible and possible, the PHA will encourage the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use, at their own expense, an

interpreter of their own choosing, in place of or as a supplement to the free language services offered by the PHA. The interpreter may be a family member or friend.

Written Translation

Translation is the replacement of a written text from one language into an equivalent written text in another language.

RHA Policy

In order to comply with written-translation obligations, the RHA will take the following steps:

The RHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the RHA may not translate vital written materials, but will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

These "safe harbor" provisions apply to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP persons through competent oral interpreters where oral language services are needed and reasonable.

RHA will use the written documents supplied by HUD, whenever possible. All documents will be clearly marked " For Informational Purposes Only". All documents that will be executed for the files and program requirements will be in English.

Implementation Plan

After completing the four-factor analysis and deciding what language assistance services are appropriate, the RHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If the RHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the RHA's public housing program and services.

RHA Policy

If it is determined the RHA serves few LEP persons, and the RHA has limited resources, the RHA will not develop a written LAP but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access.

If RHA determines that it serves or is under-serving LED persons because of language

barriers and RHA has the available resources, the RHA will continue with the development of a LAP. RHA will use entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants. These entities will be contacted for input into the process.

If the RHA determines it is appropriate to develop a written LAP, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LAP.

G. PUBLIC HOUSING MANAGEMENT ASSESSMENT SYSTEM (PHAS) OBJECTIVES [24 CFR 901 & 902]

RHA operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that RHA is using its resources in a manner that reflects its commitment to quality and service. RHA policies and practices are consistent with the new Public Housing Assessment System (PHAS) outlined in the 24 CFR Parts 901 and 902 final published regulations.

RHA is continuously assessing its program and consistently strives to make improvements. The RHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. RHA intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS. The policies and procedures of this program are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

H. FAMILY OUTREACH

RHA will publicize and disseminate information to make known the availability of housing units and housing-related services for low-income families on a regular basis.

RHA will communicate the status of housing availability to other service providers in the community. RHA will advise them of housing eligibility factors and guidelines in order that they can make proper referrals for those who seek housing.

RHA will accept referrals from local providers for available housing. RHA will determine housing eligibility factors of the applicants.

I. QUALITY HOUSING AND WORK RESPONSIBILITY ACT (QHWRA)

RHA shall comply with the Quality Housing and Work Responsibility Act of 1998 (QHWRA). QHWRA amends the Housing Act of 1937 to include the following operational practices of the

Public Housing program:

Deregulation and decontrol of public housing agencies, enabling agencies to perform as property and asset managers;

Flexibility in use of Federal assistance to enable the agency to leverage and combine assistance amounts with amounts obtained from other sources;

The facilitation of mixed income communities and the deconcentration of poverty;

An increased accountability to HUD with rewards for effective management of the Public Housing programs; and

Ability to create incentives and economic opportunities for residents of Public Housing to work, become self-sufficient.

J. FEDERAL PRIVACY ACT

RHA's practices and procedures are designed to safeguard the privacy of applicants and residents.

Applicants and residents, including all adults in their households, are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

RHA's policy regarding release of information is in accordance with State and local laws that may restrict the release of family information.

Files will never be left unattended or placed in common areas.

The criminal background check information will be retained in the applicant/tenant file, kept in a secured area under lock and key, with access only by persons authorized by RHA. The HUD regulations require that upon making a determination of eligibility, the criminal background check information will be destroyed. However this is subject to the laws of the State of North Carolina. RHA is governed by the provisions of Chapter 132 and 132-1 of the public records laws of the State of North Carolina and as such, no person may destroy, sell, loan, or otherwise dispose of any public record without the consent of the State of North Carolina. As such, RHA shall maintain these records in a manner to protect the confidentiality requirements in a secure manner, but shall not destroy the record unless with the consent of the State of North Carolina.

Any and all information that would lead one to determine the nature and/or severity of a person's

disability must be returned to the tenant or destroyed. However, the personal information documenting the need for a reasonable accommodation will be maintained in the folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the Executive Director.

RHA staff will not discuss or access family information contained in files unless there is a business reason to do so. Staff will be required to disclose whether s/he has relatives living in Public Housing or assisted housing. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.

K. POSTING OF REQUIRED INFORMATION

RHA will maintain bulletin boards in conspicuous areas of the Administrative Office and the individual site development offices. The bulletin boards will contain:

- Statement of policies and procedures governing Admission and Continued Occupancy Policy (ACOP)
- Information on application taking.
- Directory of RHA's housing sites including names, address of offices and office hours.
- Income limits for admission.
- Current schedule of routine maintenance charges.
- A copy of the lease.
- RHA's grievance procedures.
- A Fair Housing Poster.
- An Equal Opportunity in Employment poster.
- Current Resident Notices.
- Required public notices.
- Security Deposit Charges.
- Schedule of Utility Allowances (if applicable).
- Flat Rent Schedule
- Limited English Proficiency Notice
- Banned List
- PHAS Scores
- Reasonable Accommodation Policy

Chapter 2

ELIGIBILITY FOR ADMISSION
[24 CFR Part 960, Subpart B]

INTRODUCTION

This Chapter defines both HUD's and RHA's criteria for admission and denial of admission to the program. The policy of RHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. RHA staff will review all information provided by the family carefully and without regard to factors other than those provided with the regulation and RHA policies. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by RHA pertaining to their eligibility.

Exemption from Eligibility Requirements for Police Officers and Other Security Personnel

The Authority shall be permitted to admit to Public Housing, police officers and other security personnel who are not otherwise eligible for such housing under any other admission requirements or procedures (i.e. police officers would not be required to be income eligible to qualify for admission to the Public Housing program.) HUD's objective in granting this exemption is to permit long-term residency in public housing developments of police officers and security personnel whose visible presence is expected to serve as a deterrent to criminal activity in and around housing.

Before RHA would be permitted to house police officers or other security personnel under this provision and as contained in the five-year plan, RHA would submit to HUD the Housing Authority's standards and criteria for approval/waiver of admission criteria in accordance with 24 CFR 960.501.

A. QUALIFICATION FOR ADMISSION

It is RHA's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

Is a family as defined by regulation;

Where at least one member of the household is either a U.S. citizen or is an eligible non-citizen. (24 CFR Part 5, Subpart E).

Has an Annual Income at the time of admission that does not exceed the low-income limits for occupancy established by HUD and posted separately in the PHA offices.

The Quality Housing and Work Responsibility Act of 1998 authorizes PHAs to admit

families whose income does not exceed the low-income limit (80% of median area income) and the PHA is required to meet the annual 40% targeted income requirement of extremely low-income families (families whose income does not exceed 30% of median area income). It is the policy of the RHA to meet the income-targeting requirement.

Provides a Social Security number (SSN) for all eligible family members that have a SSN or will provide written certification that they do not have Social Security numbers for anyone that is not declaring eligibility for the program;

Meets or exceeds the standards for the criminal background check;

Meets the criteria that the head of household is of legal age to execute required contracts;

Meets or exceeds the tenant Selection and Suitability Criteria as set forth in this policy.

This student eligibility criteria listed below does not apply to Public Housing, but only applies to the Section 8 Program.

Restrictions on Assistance to Students Enrolled In Institution of Higher Education
No assistance shall be provided under Section 8 of the 1937 Act to any individual who:

- Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965;
- Is under 24 years of age;
- Is not a veteran of the United States military;
- Is unmarried;
- Does not have a dependent child; and
- Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under Section 8 of the 1937 Act.

Timing for the Verification of Qualifying Factors
The qualifying factors of eligibility will be verified at the time of application to determine the family's status and/or position on the waiting list to be offered a housing unit and will be updated if necessary prior to the offer of the unit.

B. FAMILY COMPOSITION

Definition of Family (PIH 2014-20)
The applicant must qualify as a Family. A family may be a single person or a group of persons. Discrimination on the basis of familial status or sexual orientation is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. For occupancy standards purposes, the applicant may claim a spousal relationship. (See Chapter 5, Occupancy Guidelines.)

A group of persons is defined by RHA as two or more persons who intend to share residency, and whose income and resources are available to meet the family's needs, and will live together in RHA housing.

The term "*family*" includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, 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 of persons residing together and such group includes, but is not limited to:

- 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);
- An elderly family;
- A near-elderly family;
- A disabled family;
- A displaced family; and
- The remaining member of a tenant family.

Sexual orientation means homosexuality, heterosexuality or bisexuality.

Gender identity means actual or perceived gender-related characteristics.

In addition, for categorizing family as defined above, the terms disabled family, elderly family and near-elderly family (per 24 CFR 5.403) include:

Disabled family means a family whose head (including co-head), spouse or sole member is a person with a disability.

Elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age.

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.

The temporary absence of a child from the home due to placement in foster care shall be considered in determining the family composition and family size.

For the purposes of the definition of a qualified family and admission of a single higher

education student, **the restrictions on assistance to students enrolled in an institution of higher education do not apply to public housing.** (24 CFR 5.612)

Head of Household
The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

Emancipated minors who qualify under State law will be recognized as head of household if there is a court order recognizing them as an emancipated minor.

Spouse of Head
Spouse means the husband or wife of the head, and is equally responsible for compliance with the lease and other program requirements.

For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partner whom, in order to dissolve the relationship, would have to be divorced.

Co-head
An individual in the household who is equally responsible for the lease with the Head of Household. A household may have either a spouse or co-head, but not both. A co-head never qualifies as a dependent.

Live-In Aide
A Family may include a live-in aide provided that such live-in aide:

Is determined by RHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,

Is not obligated for the support of the person(s), and

Would not be living in the unit except to provide care for the person(s).

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements, however live-in aides must provide a SSN in order to occupy the unit. (See PIH 2012-10- In accordance with 24 CFR §5.216, applicants and participants (including each member of the household and including, live-in aides, foster children, and foster adults) are required to disclose his/her SSA-

assigned SSN, with the exceptions as provided under the SSN provisions.)

Live-in aides may not be considered as a remaining member of the tenant family.

While a live-in aide or caretaker who resides in the unit may be a lawful occupant, nonetheless such individual is not a tenant and the protections of VAWA would not apply, except the live-in aide or caretaker cannot be denied assistance if he or she is a victim and independently applies for assistance.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in aide may also reside in the unit, providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit. The family will be eligible to increase the bedroom size by one bedroom to accommodate the live-in aide status.

A Live-in Aide may only reside in the unit with the approval of RHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, medical social worker, or medical professional. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.

RHA will screen and qualify the live-in aide and the live-in aide must be eligible under non-criminal background requirements and must also have the necessary skills to meet the needs of the individual requesting the reasonable accommodation.

RHA has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in this Chapter.

C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]

Families are required to provide verification of Social Security Numbers for all family members if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial of admission or termination of tenancy.

The RHA must request the applicant and participant (including each member of the household), who are not exempt under **SSN Disclosure**, to provide documentation of each disclosed SSN. Acceptable evidence of the SSN consists of:

- An original SSA-issued document, which contains the name and SSN of the individual; or

- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

SSN Disclosure

In accordance with 24 CFR 5.216, applicants and participants (including each member of the household) are required to disclose his/her assigned SSN, with the exception of the following individuals:

- Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
    - A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is **not eligible** for housing assistance and cannot be housed.
    - A family that consists of two or more household members **and at least one** household member that has eligible immigration status, is classified as a mixed family, and **is eligible** for prorated assistance in accordance with 24 CFR 5.520. The RHA may **not** deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.
- Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid. The RHA may confirm HUD's validation of the participant's SSN by viewing the household's ***Summary Report*** or the ***Identity Verification Report*** in the EIV system.
- Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

Disclosure of SSNs is considered information subject to the Federal Privacy Act (5 USC 552a, as amended). In accordance with 24 CFR 5.212, the collection, maintenance, use, and dissemination of SSNs, any information derived from SSNs and income information must be conducted, to the extent applicable, in compliance with that Act and all other provisions of Federal, State, and local law.

There is no provision under HUD regulations which prohibit an individual (head of household with other eligible household members) with ineligible immigration status from executing a lease or other legally binding contract. However, some state laws prohibit an individual with ineligible immigration status from executing a contract (i.e. lease or other legal binding documents). If this is the case in your state, the family must **not** be admitted into the program.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD. Those six categories are:

1. A noncitizen who has been lawfully admitted to the U. S. for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA) as an immigrant, as defined by Section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 2101(a)(15), respectively (immigrants). This category includes a noncitizen who has been admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), and who has 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 a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);

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

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

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

6. A noncitizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1225a) (amnesty granted under INA 245A).

7. A noncitizen in the 2014 Executive Order Granting Amnesty to Illegal Citizens enrolled in Healthcare

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed" families. Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

E. OTHER ELIGIBILITY CRITERIA

All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and sound management practices. Applicants will be required to demonstrate the ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior the ability:

- to pay rent and other charges as required by the lease in a timely manner;
- to care for and avoid damaging the unit and common areas;
- to use facilities, appliances and equipment in a reasonable way;
- to create no health or safety hazards, and to report maintenance needs in a timely manner;
- not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
- not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off RHA premises;
- not to have ever been convicted of manufacturing or producing

methamphetamine, also known as "speed," on the premises of assisted housing;

- not to be subject to lifetime sex offender registration requirement;
- not owe debts to other landlords;
- to not commit fraud against any assisted housing program;
- is not on the RHA banned list;
- to comply with necessary and reasonable rules and program requirements of HUD and RHA; and,
- to comply with local health and safety codes.

Denial of Admission for Previous Debts to This or Any Other PHA

Previous outstanding debts to RHA or any Public Housing Authority (PHA) resulting from a previous tenancy in the public housing, Section 8, or assisted housing program must be paid in full prior to admission.

Applicants with previous PHA debts will be permitted to execute a Payment Agreement at the time of application, but 100% of the debt must be paid prior to offer of a unit.

RHA reserves the right, in the case of extreme hardship, i.e. homelessness, to enter into a Payment Agreement. Full documentation of the hardship will be required. In no case will the debt be forgiven.

Either spouse is responsible for the entire debt incurred as a previous RHA tenant. Children (minor) of the head or spouse who had incurred a debt to RHA will not be held responsible for the parent's previous debt.

Denial of Admission for Judgements from Previous Landlords or Public Utilities as shown on the Credit Report

Judgements for outstanding debts to previous landlords or public utilities that appear on the credit report shall be paid before the applicant is processed by RHA for a unit to be occupied. Bad previous rental verification for debts from landlords not shown on the credit report will be reviewed and a decision made as whether applicant will be denied or not.

Applicants with previous debts will be permitted to execute a Payment Agreement at the time of application, but 100% of the debt must be paid prior to offer of a unit.

RHA reserves the right, in the case of extreme hardship, i.e. homelessness, to enter into a

Payment Agreement. Full documentation of the hardship will be required. In no case will the debt be forgiven.

F. NON-ECONOMIC ELIGIBILITY CRITERIA, (Including Criminal/Drug)

In developing its admission policies, the aim of RHA is to attain a resident body composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families and families with serious social problems. Therefore, it is the policy of RHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.

As part of eligibility determination, the Authority will screen each applicant household to assess its suitability as renters.

Factors not related to economics to be considered are housekeeping habits, prior history as a tenant, criminal records, and the ability of the applicant to maintain the responsibilities of tenancy.

In determining qualifications for tenancy, RHA shall consider the following items:

Whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety, or welfare of other residents, or the physical, environmental, or financial stability of the development.

Conduct in previously assisted housing as determined by information through EIV and other reliable sources. If unfavorable information is obtained, then applicant/tenant must provide further information that the negative information has been fully resolved before RHA will allow the family any further processing for program benefits.

RHA shall rely upon sources of information which may include, but not limited to, RHA records, the records of other housing authorities, personal interviews with the applicant or tenant, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians, or the police department. This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant or tenant is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare.

In making a decision to deny assistance, the RHA will consider factors discussed in Chapter 2-G, **PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING (VAWA 2013)**

An authorized representative of RHA shall document any pertinent information relative to

the following:

Criminal Activity – including the activities further defined herein as of a criminal nature.

Pattern of Violent Behavior – includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to neighbors' peaceful enjoyment of their premises. HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity was/is being engaged in by any family member.

Pattern of Drug Use – includes a determination by RHA that the applicant has exhibited a pattern of illegal use of a controlled substance that might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Drug Related Criminal Activity – includes a determination by RHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Pattern of Alcohol Abuse – includes a determination by RHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

Initiation of Threats – or behaving in a manner indicating an intent to assault employees or other residents.

Abandonment of a Public Housing Unit or Other Assisted Housing Unit ("skipped") – any abandonment of a unit assisted by HUD without advising the administering housing authority's personnel of intent to vacate so that the unit may be properly secured and protected from any vandalism.

Non-payment of Rightful Obligations – including rent and/or utilities and other charges owed to RHA or another housing authority.

Intentionally Falsifying an Application for Leasing – including providing false information about family income and family composition, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior – consists of patterns of behavior which endanger

the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility, which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

Unsanitary Housekeeping – includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment caused by the family or persons under control of the family; seriously affecting neighbors by causing infestations, foul odors, depositing garbage outside of normal trash receptacles, or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors or a threat to health and safety.

Destruction of Property – damage to any previous rentals or property that the family has resided in.

Whether Applicant or Tenant is Capable of Maintaining the Responsibilities of Tenancy – In the case of applicants for admission, the person's present living arrangements and a statement obtained from the applicant's physician or social worker will be among factors considered in making this determination. The availability of a Live-In Aide will be considered also in making this determination.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct, and to factors that might indicate a reasonable probability of favorable future conduct.

The RHA shall not admit persons evicted from public housing, Indian housing, Section 23, any Section 8 program, or other assisted housing because of drug related criminal activity within the past seven (7) years preceding determination of eligibility. (See also Item below regarding methamphetamine.)

The RHA may waive this requirement if the person demonstrates that he/she:

Has successfully completed a supervised drug or alcohol rehabilitation program approved by RHA;

Has otherwise been rehabilitated successfully;

Is participating in a supervised drug or alcohol rehabilitation program; or,

The circumstances leading to the eviction no longer exists (i.e. the individual involved in drugs is no longer in the household because the person is incarcerated).

In no event shall a person convicted of manufacturing or producing methamphetamine (also called "speed") in federally assisted housing be determined eligible for public housing. Such individuals are permanently denied admission to all federally assisted housing programs.

The RHA shall not admit persons whose pattern of illegal use of a controlled substance or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents within the past seven (7) years preceding the date of application.

The RHA shall not admit persons who have engaged in violent criminal activity within the seven (7) years preceding the date of application.

The RHA shall not admit persons that have been engaged in the illegal drug activity within the seven (7) years preceding the date of application.

Persons incarcerated must demonstrate behavior that is acceptable outside of the incarcerated environment for at least seven (7) years.

The RHA shall not admit any person classified as a "habitual criminal" or any person subject to a lifetime sex offender registration requirement under a State sex offender registration program.

If on probation or parole for any conviction, assistance will be denied until the member has been discharged from probation or parole.

The RHA shall not admit persons whose conduct in present or prior housing has been such that admission to the program would adversely affect the health, safety, or welfare of other residents, or the physical environment, or the financial stability of the development.

If in the past the RHA initiated a lease termination, which may or may not have resulted in eviction for any reason cited under the One Strike Notice (PIH 96-27) or amended changes, for a family, as a prior resident of public housing, the family shall be ineligible for admission to Public Housing for a seven (7) year period beginning on the date of such eviction. The RHA will not waive this requirement, even in the event of rehabilitation efforts on part of the family or family member.

In determining the criminal background for admission, the RHA will not deny the family if the member is a "victim" of domestic violence under the Violence Against Women Act.

Administration

All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or against other legally protected groups, and not to violate right to privacy.

To the maximum extent possible, the RHA will involve other community and governmental entities in the promotion and enforcement of this policy.

In evaluating evidence of negative past behavior, the RHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

In order to obtain access to the records the PHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903]. The RHA will perform criminal background checks through local law enforcement for all adult household members.

The RHA is required to perform criminal background checks necessary to determine whether any household member is subject to a registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 960.204(a)(4)].

The RHA may not pass along to the applicant the costs of a criminal records check [24 CFR 960.204(d)].

If the results of the criminal background check indicate there may have been past criminal activity, but the results are inconclusive, the RHA may request the applicant to be fingerprinted and may request the information from the National Crime Information center (NCIC).

If the RHA proposes to deny admission based on a criminal record or on lifetime sex offender registration information, the RHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission [24 CFR 5.903(f) and 5.905(d)].

The RHA will ensure that any criminal record received is maintained confidentially, not misused, or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished. (See section on page 1-13)

When the RHA takes any adverse action based on a criminal conviction record, the applicant may request, and the RHA will provide, a copy of the criminal record and an opportunity to dispute the record at an informal review/hearing. (Tenants may also contest such records at the court hearing in the case of evictions.)

Hearings
(See Chapter titled "Complaints, Grievances and Appeals")

If information is revealed that would cause the RHA to deny admission to the household and the person disputes the information, he/she shall be given an opportunity for an informal hearing according to RHA's review/hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.

G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND STALKING (VAWA 2013 and Final Rule)

The Violence against Women Reauthorization Act of 2005 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. Specifically, Section 607(2) of VAWA adds the following provision to Section 6 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the public housing program:

> Every contract for contributions shall provide that . . . the public housing agency shall not deny admission to the project to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking if the applicant otherwise qualifies for assistance or admission, and that 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, sexual assault, or stalking.

Definitions

As used in VAWA:

- *Domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term ''intimate partner'' is defined in 18 2266 and the term ''crime of violence'' is defined in 18 U.S.C. 16.

- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the

following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

- The term s*talking* means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - Fear for his or her safety or the safety of others; or
  - Suffer substantial emotional distress.

- The term *sexual assault* means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

- The term *affiliated individual* means, with respect to an individual –
  - a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis ((in place of the parent to the child)- for example, the affiliated individual is a child in the care, custody, or control of that individual)); or
  - any individual, tenant, or lawful occupant living in the household of that individual.''

Notification and Victim Documentation

RHA Policy

The RHA acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history that would warrant denial under the RHA's policies. Therefore, if the RHA makes a determination to deny admission to an applicant family on the basis of an unfavorable history, the RHA will include in its notice of denial a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

The documentation must include two elements:

A signed statement by the victim that provides the name of the perpetrator (when known and is safe to provide) and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking

One of the following:

- A police or court record documenting the actual or threatened abuse; or

- A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

- Self-certification- HUD-50066

The applicant must submit the required documentation with her or his request for an informal hearing or must request an extension in writing at that time. If the applicant so requests, the RHA will grant an extension of 10 business days, and will postpone scheduling the applicant's informal hearing until after it has received the documentation or the extension period has elapsed. If after reviewing the documentation provided by the applicant the RHA determines the family is eligible for assistance, no informal hearing will be scheduled and the RHA will proceed with admission of the applicant family.

Perpetrator Removal or Documentation of Rehabilitation

RHA Policy
In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, sexual assault, or stalking, the RHA will proceed as above but will require, in addition, either (a) that the perpetrator be removed from the applicant household and not reside in the public housing unit or (b) that the family provide documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. In cases of fear of retaliation, the perpetrator is not required to be named

If the family elects the second option, the documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

This additional documentation must be submitted within the same time frame as the documentation required above from the victim.

RHA Confidentiality Requirements

All information provided to the RHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an affiliated individual is a victim of such violence or

stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law. Should the participant be moved in the program, the RHA will not disclose the new address in accordance with VAWA.

H. SCREENING FOR SUITABILITY [24 CFR 960.204, 960.205]

It is the policy of RHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.

RHA will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. All information will be subject to third party verification.

An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance which they can demonstrate that they have or will have at the time of admission. (24 CFR 8.2 Definition: Qualified Individual with Handicaps) The availability of assistance is subject to verification by RHA.

The RHA's minimum age for admission as head of household is 18. This requirement is to avoid entering into leases that would not be valid or enforceable under applicable law. Exception to the age requirement may be granted to those with emancipation status as granted by a court of law. RHA will not allow under any circumstances a parent or legal guardian to co-sign a lease on behalf of an applicant in order to bypass the age requirement.

As a part of the final eligibility determination, RHA will screen each applicant household to assess their suitability as renters.

RHA may complete a credit check of each applicant so as to determine past rental history, including any possibility of bad debts to any federally assisted housing programs.

RHA shall rely upon sources of information which may include, but not be limited to, RHA records, personal interviews with the applicant or tenant, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians or the police department.

This will be done in order to determine whether the individual attributes, prior conduct, and

behavior of a particular applicant is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.

Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a tenant, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.

RHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

- The applicant's past performance in meeting financial obligations, especially rent.
- Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.
- Any history of criminal activity on the part of <u>any</u> applicant family member involving criminal acts, including drug-related criminal activity.
- Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.
- Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other tenants.
- Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.
- The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by RHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

- Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare. [24CFR 960.205(b)]

- Adversely affect the physical environment or financial stability of the project. [24CFR 960.205(b)]

- Violate the terms and conditions of the lease. [24CFR 8.3].

- Require services from RHA staff that would alter the fundamental nature of the RHA's program. [24 CFR 8.3]

Rent Paying Habits

RHA will examine any Housing Authority records from a prior tenancy, and may request written references from the applicant's current landlord and may request written references from former landlords (for up to the past 7 years).

Based upon these verifications, RHA will determine if the applicant was chronically late with rent payments, was evicted at any time (during the past 7 years) for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent due to substandard housing conditions in a manner consistent with a local ordinance; or had a poor rent paying history clearly related to an excessive rent relative to their income (using 50% of their gross income as a guide,) and responsible efforts were made by the family to resolve the nonpayment problem.

The lack of credit history will not disqualify a family, but a poor credit history will, with the exceptions noted above.

Screening Applicants Who Claim Mitigating Circumstances

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the PHA's screening assessment of the applicant, mitigating circumstances must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, RHA shall have the right to refer such information to persons

who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. RHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

Examples of Mitigating Circumstances

Examples of mitigating circumstances include:

Evidence of successful rehabilitation;

Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by RHA; and/or

Evidence of the applicant family's successful and sustained modifications of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. RHA will consider such circumstances in light of:

- The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and
- The applicant's overall performance with respect to all the screening requirements.

Qualified and Unqualified Applicants

Information that has been verified by RHA will be analyzed and a determination will be made with respect to:

- The eligibility of the applicant as a family*;*
- The eligibility of the applicant with respect to income limits for admission;
- The eligibility of the applicant with respect to citizenship or eligible immigration *status*;
- The eligibility of the family for suitability, non-criminal requirements, etc.;
- Preference category to which the family is entitled.

Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and RHA procedures, except for a

pending RHA hearing.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. In the case of criminal status denial for admissions, the RHA will provide the opportunity to review the documents prior to the denial. RHA shall provide applicants an opportunity for an informal hearing (see Chapter titled "Complaints, Grievances, and Appeals.")

Applicants who have requested a reasonable accommodation as a person with a disability and who have been determined eligible, but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the screening procedures.

RHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by RHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by RHA, such as turnover rates, and market demands as they affect bedroom sizes and project location.

Documenting Findings

An authorized representative of RHA shall document any pertinent information received relative to the admission and eligibility requirements.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects.

Prohibited Criteria for Denial of Admission

Applicants will NOT be rejected because they:

- Have no income, but will still need to demonstrate they do have the financial means to comply with the terms of the lease and program requirements;
- Are not employed;
- Do not participate in a job-training program;
- Will not apply for various welfare or benefit programs;
- Have children;
- Have children born out of wedlock;

- Are on welfare;
- Are eligible students.

I. CRITERIA FOR DECIDING TO DENY ASSISTANCE or TERMINATION

RHA Policy

The RHA will use the concept of the preponderance of the evidence as the standard for making all admission and termination decisions.

Preponderance of the evidence is defined as the greater weight of the evidence; that is, evidence that you believe because it outweighs or overbalances in your mind the evidence opposed to it. A preponderance means evidence that is more probable, more persuasive, or of greater probative value. It is the quality of the evidence that must be weighed. Quality may, or may not, be identical with (quantity)(the greater number of witnesses).

Consider all evidence. In determining whether an issue has been proved by a preponderance of the evidence, you should consider all of the evidence, regardless of who produced it.

Equally balanced. If the weight of the evidence is equally balanced, or if you are unable to determine which side of an issue has the preponderance, the party who has the burden of proof has not established such issue by a preponderance of the evidence.

J. HEARINGS

If information is revealed that would cause RHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal review/hearing according to RHA's hearing procedures outlined in Chapter 13, Complaints, Grievances and Appeals.

K. ONE STRIKE AND YOUR OUT POLICY

A. Purpose

It is the policy of the RHA that all residents shall enjoy decent, safe, and sanitary living conditions.

B. Authority

Drug-related criminal activity, other criminal activity, and alcohol abuse in public housing and assisted housing communities increases resident fear and decrease unit marketability. Therefore, the Housing Authority will not tolerate such behavior from its

applicants or residents. UNLESS OTHERWISE PROVIDED BY LAW, PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION, BUT SHALL BE BY PREPONDERANCE OF EVIDENCE.

C. Definitions

Drug related criminal activity is defined as the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance.

D. Procedures for Applicants

1. The Housing Authority shall screen out and deny admission to any applicant whereby either the applicant or authorized occupants proposed by applicants:
    a. Has a recent history of criminal activity involving crimes to persons and/or other criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other residents;
    b. Was evicted from assisted housing within seven (7) years of the projected date of admission because of drug-related criminal activity. This requirement may be waived if:
        i. The person demonstrates successful completion of a rehabilitation program approved by the Housing Authority; or
        ii. The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated;
    c. The Housing Authority has determined the applicant to be illegally using a controlled substance; the Housing Authority has determined the applicant to be abusing alcohol in a way that may interfere with the health, safety or right of peaceful enjoyment of the premises by other residents;
    d. The Housing Authority has determined that there is a reasonable cause to believe the applicant's pattern of illegal use of a controlled substance or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
2. The Housing Authority may waive policies prohibiting admission in these circumstances if, the applicant demonstrates to the Housing Authority's satisfaction that the applicant is no longer engaging in illegal use of a controlled substance or abuse of alcohol, and;
    a. The applicant has successfully completed a supervised drug or alcohol rehabilitation program; or,
    b. The applicant has otherwise been rehabilitated successfully.

E. Procedures for Residents

1. The Housing Authority shall terminate the tenancy/rental assistance of any resident who:
    a. The Housing Authority has determined is illegally using a controlled substance;
    b. The Housing Authority has determined that the resident's abuse of alcohol

interferes with the health safety or right to peaceful enjoyment of the premises by other residents; or,

c. The Housing Authority has determined to be engaging in drug-related criminal activity, either on or off the premises; or,

d. Engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

F. Procedures for Housing Authority

1. The Housing Authority shall track crime-related problems at its developments and report any incidents to the local police authorities in order to improve law enforcement and crime prevention.
2. The Housing Authority will forward any resident complaints received concerning crime-related problems to the local police authorities.
3. The Housing Authority will review police reports and newspaper articles concerning crime-related problems with its residents, and bring such problems to the attention of local police authorities.
4. The Housing Authority shall document its progress toward meeting its goals under the implementation plan for any drug prevention or crime reduction program funded by the Department of Housing and Urban Development and being administered by the Housing Authority

Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

The policy of RHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but RHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy.

A. HOW TO APPLY

Families who wish to apply for any of RHA's programs must complete a written application form when the application process is open. Applications will be made available in an accessible format upon request from a person with a disability. Persons with disabilities who require a reasonable accommodation in completing an application may call the RHA to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the hearing impaired. The TDD telephone number is 711.

Applications are taken at the central administrative office at the Robersonville Housing Authority, 106 Railroad Street, Robersonville, NC 27871 everyday RHA is open. Applications will be taken from 8:30-11:30 a.m. and 1:30-4:00 p.m. for all Waiting Lists that are open.

The application process will involve a two phases.

1. The first is the initial application for admission, referred to as the preliminary application (pre-application). The pre-application is completed by the applicant and returned to the office. The date of return establishes the date and time information to secure a position on the waiting list.

2. The second phase is the final determination of eligibility referred to as the "full application." The full application takes place when the family after receipt of the pre-application and as the family approaches the top of the waiting list. At this time, RHA ensures that verification of all HUD, State, local, and RHA eligibility factors as pursuant to the program are current in order to determine the family's eligibility for an offer of a suitable unit.

B. APPLICATION PROCEDURES

RHA will utilize a preliminary application form for the initial application. The pre-application will be taken in person or by completion by the applicant of the form itself, whenever the Waiting List is open.

Translation of the pre-application is available upon request for non-English speaking applicants.

At a minimum, the pre-application will contain questions designed to obtain the following information:

- Names of head of household, spouse and other adult
- Names of all members and age of all members
- Number of family members (used to estimate bedroom size needed)
- Street address and phone numbers
- Mailing address (If PO Box or other permanent address)
- Annual income
- Source(s) of income received by household members
- Information regarding request for reasonable accommodation or for accessible unit
- Social Security Numbers
- Race/ethnicity
- Questions regarding previous participation in HUD programs

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

Preliminary applications will not require interviews. Applications will require an interview and information on the application will be verified prior to admission. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants will be asked to fill out the following documents:

Sign Release of Information Forms including authorization form for criminal background checks of all adult household members, and consent for verification of immigration status;

Participate in an interview with a RHA representative during which the applicant will be required to furnish complete and accurate information as requested by the interview. The Applicant will sign and certify that information on the entire application is complete and accurate.

Applicants are required to inform RHA verbally or in writing of changes in family composition, income, and address. Applicants are also required to respond to requests from RHA to update information on their application, or to determine their continued interest in assistance.

Corrections, updates, or changes on applications will be documented. Obsolete information on paper forms of applications shall be lined through and documented as to its obsolescence, initialized and dated by the employee making such changes, or by the applicant, if such change is made by the applicant him/herself. All changes are required to be in writing.

Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list.

C. PREFERENCE DEFINED

At this time, the RHA does recognize local, elderly/disabled, near elderly and veteran preference and then applications will be files according to date and time received.

Not withstanding all the above preferences, families who are elderly, or disabled will be offered housing before other single persons.

Not withstanding the above, families needing accessible units for disabled individuals will be offered to a disabled family needing the specifically designed unit, over non-disabled families.

Elderly/Disabled Preference (2 points)
For the purpose of priority for admission, the RHA will provide for a single elderly person, elderly family, single disabled person, disabled family, or an elderly person legally responsible for raising minor children or disabled children.

Local Preference (2 points or 1 point)
For the purpose of priority for admission, the RHA will provide for a residency preference for persons who reside in the jurisdictional area that the RHA operates the program, over families that do not reside, work or notified that they will be working in the jurisdictional area of RHA. RHA defines the jurisdiction as living in the Martin County or within 12 miles of Robersonville. (2 points).

RHA defines a secondary local preference for families who reside in the surrounding counties around Martin County. (1 point)

Veteran (1 point)
An applicant's head, spouse or co-head was discharged under honorable conditions from the U.S. Military. An applicant's head, spouse or co-head has served in a branch of the United States armed forces 180 days of regular active duty service and a last discharge or release under honorable conditions. Such member does not need to have any wartime service; or 90 days of active duty service, one (1) day of which is during "wartime", and a last discharge or release under honorable conditions. The one-day need not have actually been served in a war zone.

Other Provisions for Preferences
The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the Waiting List. The preference is based on current status of the family at the time of admission.

The RHA will have all preferences as equal in weight. Therefore a family either has a preference or a family does not have a preference. All families with a preference will be housed before families that do not have a preference, except when the criteria is for filling accessible units.

Not withstanding all the above preferences, families who are elderly, disabled, veteran or near elderly will be offered housing before other single persons.

Buildings Designed for the Elderly and Disabled
Preference will be given to elderly and disabled families for buildings or units that are specifically designed for the elderly or disabled. If there are no elderly or disabled families on the list, preference will be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using the above priorities.

Accessible Units (PIH 2010-26)
Qualified families will be offered an accessible unit, upon request by the family, when an accessible unit is available. Due to the limited number of accessible units, RHA will offer vacant accessible units with features for person with disabilities as follows:

- First, to a current occupant of another unit of the same development who requires the accessible features of the vacant, accessible unit and is occupying a unit not having the features;

- If there is no current resident in the same development that requires the accessible features of the vacant unit, then it will be offered to a resident with disabilities residing in another development under RHA's control, who has a disability that requires the special features of the vacant accessible unit;

- If there is no current resident who requires the accessible features of the vacant, accessible unit, then the vacant accessible unit will be offered to an eligible qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the available, vacant, accessible unit; .

- If there is not an eligible qualified resident or applicant with disabilities, needing the features of the vacant available unit on the waiting list who wishes to reside in the available accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. See 24 CFR 8.27. However, the RHA will require the applicant to execute the RHA public housing lease that requires to the resident to relocate to a vacant non-accessible unit within thirty (30) days of notice by the RHA that there is an eligible applicant or existing resident with disabilities who requires the accessible features of the unit. RHA will pay for the cost of transfer in this case.

Requirement to Attend Interview

RHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other RHA services or programs that may be available.

The head of household and all adults must attend the interview and sign the housing application. All adults must complete the required forms for authorization, verification, or other requirements.

It is the applicant's responsibility to reschedule the interview if s/he misses the appointment.

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.

All adult members must sign form HUD-9886, "Release of Information"; the declarations and consents related to citizenship/immigration status; and any other documents required by RHA Applicants will be required to sign specific verification forms for information that are not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by RHA. All adults will be further required to sign all local RHA release forms.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation.

If RHA determines at or after the interview that additional information or document(s) are needed, RHA will request the document(s) or information in writing. The family will be given ten (10) working days to supply the information; however extensions may be given for extenuating circumstances such as information that must be obtained from out of state.

If the information is not supplied in this time period, RHA will provide the family a notification of denial for assistance. (See Chapter on Complaints, Grievances and Appeals.)

D. PROCESSING APPLICATIONS

All preferences claimed on the preliminary application or while the family is on the waiting list will be verified:

After the family is selected from the waiting list, and prior to completing the full application.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

A pre-applicant on the Waiting List who may be selected in the next 30 days will be sent a letter to complete a full application. The letter will notify the applicant of an application interview and request the applicant to bring all documents which verify all factors to be verified. Factors to be verified will be listed in the letter. Documents presented at the time of full application are not in lieu of third party verification.

Applicants are required at the full application interview to:

Sign Release of Information Forms including authorization form for criminal background checks of all adult household members if release are outdated, and consent for verification of Immigration status if not verified during pre-application process.

Participate in a full application interview with a RHA representative during which the applicant will be required to furnish complete and accurate information as requested by the interviewer. The RHA interviewer will complete the full application form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.

Full application must be completed at the time of the interview.

At the time of application, the following items will be verified to determine qualification for admission:

- Preference verification

- Family composition and type (elderly/non elderly), inclusive of family status, familial/marital status when needed for Head or spouse definition, or for inclusion in the household of a minor who is not yet born to or adopted by the assisted family, or legal guardianship, or right to custody, including temporary right to custody.

- Annual Income* inclusive of tips and meals, including income that is expressly excluded by regulation where the RHA is required verify.

- Assets and Asset Income*

- Deductions from Annual Income including but not limited to full-time student status, including students who are 18 or over, childcare expenses for children under 13 where such expenses allow an adult family member to be employed or to further his/her education or seek employment, total medical expenses of all family members in households whose Head or spouse is elderly or disabled, disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus which allow an adult family member to be employed, disability for determination of allowance or deductions.

- Social Security Numbers (SSN) of all eligible family members when they have a SSN Certification. Members that do not declare eligibility will be required to execute a document that member does not have Social Security Number.

- Non-economic selection criteria used in applicant screening, inclusive of criminal history report, past landlord reports, credit reports, rent payment history.

- Citizenship or eligible immigration status, including date and place of birth.

- Criminal background checks on all members over 18 years of age.

***If needed, i**n the event that the family appears to be eligible for income that is not reported to be received (i.e. TANF, unemployment compensation, child support, etc.), the absence of such income will be verified. Family members will not be required to contact the local SSA office for verification that they do not receive SS benefits. EIV will be further reviewed.

Timeliness of Verifications

All verifications will be obtained prior to initial lease date to ensure that current and accurate data is being used in calculating rents and eligibility.

Certification by the appropriate staff member will be made when verification of all necessary items for each application is completed.

Verifications for the public housing program must be dated within 60 days from the date of the interview and not exceed 120 days in age, prior to admission to the unit. The family will be questioned prior to admission in regard to any change in status. If changes are reported, they will be verified to determine their effect on eligibility, preference rating (if any), rent, and unit size required.

The applicant file shall contain documentation of all verifications.

Systems of Verification

Upfront Income Verification (UIV): The verification of income at admission or before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. HUD's **Enterprise Income Verification System (EIV)** is considered to be this method.

To assure that the data upon which determinations of eligibility, preference status (if any), rent to be paid, and size of dwelling unit required are based on full, true, and complete information to the best of staff's ability, the data on each applicant shall be verified and consist of the following types and systems of verification:

RHA will consult the EIV system on all applicants. The EIV will be used to determine if the applicant is in the HUD system, determine if they are being assisted by other programs in the HUD data-base, and determine if they were previously being assisted by another PHA.

RHA shall use the streamlined verification system allowed by HUD. The income verification process is as follows:

- Tenant reports income and provides current documents
- RHA consults EIV system, and prints income details report.
- If additional information is not needed, the RHA uses the current tenant-provided documents to calculate anticipated annual income
- 3rd party verification is only required if:
    - The tenant disputes the EIV data
    - Additional information is required as determined by the RHA, such as
        - Effective dates of employment
        - Pay rate, number of hours worked, pay frequency for new jobs
        - Confirmation of changes in circumstances (reduced hours, reduces rates of pay, etc.)
    - The RHA will use current tenant-provided documents or most current information to calculate anticipated annual income

If third party verification is not received directly from the source, RHA staff will document

the file as to why third party verification was impossible to obtain and another method was used (such as reviewing documents families provide.)

The RHA will not delay the processing of an application beyond 10 working days because a third party information provider does not return the verification in a timely manner.

For applicants, verifications used to determine adjusted income may not be more than 60 **days** old at the time of the original lease. For residents, they are valid for **120 days** from date of receipt. All tenant supplied documents supplied should be dated within the last 60 days of the interview or reexamination. Pay stubs should be at least the last two current and consecutive pay stubs.

Regardless of these timeframes, Criminal History Reports will be useable as a valid verification for no longer than **120** calendar days.

E. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, RHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by RHA, and the tenant suitability determination (see Chapter on Eligibility for Admission).

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been listed on the waiting list.

Chapter 4

TENANT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing the Waiting List)
[24 CFR 960.204]

INTRODUCTION

It is RHA's policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide Waiting List unless the applicant has applied for a development subject to a Site-based Waiting List. Applicants will be listed in sequence based upon size and type of unit required, preference, date and time the application is received, and the Site in which they wish to reside for applicable designated developments. In filing actual or expected vacancies, RHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of filling units timely, and accomplishing deconcentration of poverty and income-mixing objectives. RHA will offer the unit in the proper applicant sequence until it is accepted. This chapter describes RHA's policies with regard to the number of unit offers that will be made to applicants selected from the Waiting List.

RHA's Objectives

RHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is RHA's objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

When appropriate units are available, families will be selected from the waiting list in their preference-determined and date and time sequence.

By maintaining an accurate waiting list, RHA will be able to perform the activities that ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on the RHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

Site-Based Waiting Lists (Not Applicable)

Per the Quality Housing and Work Responsibility Act of 1998, RHA is now allowed to implement site-based waiting lists upon approval of the Annual Plan or upon HUD's approval to the PHA's request before the submission of the Annual Plan.

RHA currently does not use site-based waiting lists.

A. MANAGEMENT OF THE WAITING LIST

RHA will administer its waiting list as required by 24 CFR Part 5, Subparts E and F, Part 945 and 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:

- The application will be a permanent part of the file.
- All applicants in the pool will be maintained in order of preference and in order of date and time of application receipt.
- Applications equal in preference will be maintained by date and time sequence.
- All applicants must meet applicable income and other eligibility requirements as established by HUD and RHA.

Opening and Closing the Waiting Lists

RHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of RHA to house an applicant in an appropriate unit within a reasonable period of time.

When RHA opens the waiting list, RHA will advertise through public notice in the following newspapers, minority publications and media entities. Location(s), and program(s) for which applications are being accepted in the local paper of record, "minority" newspapers, and other media including:

- The Enterprise Newspaper

To reach persons with disabilities, RHA will provide notice to local organizations representing the interests and needs of the disabled. Local organizations serving the disabled population include, but are not limited to, the following:

- Department of Social Services

The notice at a minimum will contain:

- The dates, times, and the locations where families may apply.
- Any system of site-based waiting list offered by RHA. (not applicable)
- The programs for which applications will be taken.

- A brief description of the program.
- Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the RHA address and telephone number, how to submit an application, and information on eligibility requirements.

Upon request from a person with a disability, additional time, not to exceed 30 days, will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

When Application Taking is Suspended

RHA may suspend the acceptance of applications if there are enough applicants to fill anticipated openings for the next twelve (12) months.

The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

During the period when the waiting list is closed, RHA will not maintain a list of individuals who wish to be notified when the waiting list is open.

Suspension of application taking is announced in the same way as opening the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next twelve (12) months. RHA will give at least five (5) days' notice prior to closing the list. When the period for accepting applications is over, RHA will add the new applicants to the list by:

Unit size, local preferences priority and date and time of application receipt.

RHA will update the waiting list at least annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail. At the time of initial intake, RHA will advise families of their responsibility and requirement to notify RHA when their mailing address change.

Reopening the List

If the waiting list is closed and RHA decides to open the waiting list, RHA will publicly announce the opening.

Any reopening of the list is done in accordance with the HUD requirements. The waiting list can

also be open for specific bedroom sizes or to address special need or underserved populations.

Limits on Who May Apply
When the waiting list is open,

> Any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an application.

When the application is submitted to RHA:

> It establishes the family's date and time of application for placement order on the waiting list.

Multiple Families in Same Household
When families apply that consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

B. SITE BASED WAITING LISTS

RHA does not offer a system of site-based waiting lists. RHA does not have a system of preference for designated housing.

C. WAITING LIST PREFERENCES

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the Waiting List. Every applicant must meet RHA's Selection Criteria as defined in this policy.

Broad Range of Income/Deconcentration of Poverty
RHA's preference system will work in combination with requirements to match the characteristics of the family to the type/size of unit available. Order of preference of applications on the Waiting List will be applied to selection as follows, except those persons requiring units with accessibility features for person with disabilities. (See Chapter 1, E, Other Accommodations.)

RHA shall assure a mixed range of incomes and deconcentration of its public housing units by selecting from the list of qualified applicants, households whose incomes would promote deconcentration of poverty. As such, RHA shall select from the List of qualified applicants, those applicants whose income reflect a Broad Range of Income as defined by RHA's most current Broad Range of Income/Rent Range policy promoting deconcentration and income targeting requirements.

RHA shall admit to public housing in each fiscal year, at least forty percent (40%) of households

whose income does not exceed 30% of the area median income.

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

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

Admission policies related to the deconcentration efforts do not impose specific quotas since Broad Range of Income imposes specific quotas aimed at maintaining a mix of incomes within each development in order to achieve budgetary viability.

Singles Preference and Designated Senior Units (none)
Although no longer mandated by statute, RHA will continue to select applicants from the Waiting List in the following order in regard to single person households Preference for available units shall be given to:

> A family whose Head or spouse or single member is an elderly or disabled person over a single person who is not elderly or disabled.

Furthermore, RHA shall not admit single person households consisting of non-elderly, non-disabled persons before other single person households in designated senior units within family public housing developments. A mixed population development is a public housing development, or portion of a development, that is reserved for elderly families and disabled families at its inception and has retained that character.) In accordance with a local preference, elderly families whose Head, spouse or sole member is at least 62 years of age, and disabled families whose Head, co-head, spouse, or sole member is a person with disabilities, will receive preference to such units.

RHA has the following properties that have been designated elderly only properties:

- none

Designated senior public housing developments and units are subject to HUD's definition of "senior" and may include (1) age-qualified elderly, and (2) disability qualified "elderly".
In the designated elderly only developments, new admission priority shall be given to Elderly Families that qualify for the unit over non-elderly families. If no Elderly Families are on the waiting list, then the RHA will prioritize the "near elderly" for the development in accordance with the elderly only designation plan.

D. DENIAL OF PREFERENCE

RHA shall not give preference and shall permanently deny admission to public housing units and

other federally assisted housing programs, individuals convicted of manufacturing or producing methamphetamine ("speed") as required by the Quality Housing and Work Responsibilities Act of 1998.

Furthermore, if RHA denied a preference, RHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review. The applicant will have fifteen (15) working days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the Waiting List without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If an applicant falsifies documents or makes false statements in order to qualify for a preference, they will be denied housing and withdrawn from the Waiting List with notification to the family.

E. INCOME TARGETING

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

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

Very Low-Income Family Admissions
As long as RHA has met the 40% targeted income requirement for new admissions of extremely low-income families, RHA will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income.

F. MIXED POPULATION UNITS

A mixed population development is a public housing development, or portion of a development that was reserved for elderly families and disabled families at its inception (and has retained that character). In accordance with local preferences, elderly families whose head spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property. RHA maintains no mixed population development:

- none

G. GENERAL OCCUPANCY UNITS

General occupancy units are designed to house all populations of eligible families. In accordance with RHA's occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to RHA's general occupancy units.

All families with children, elderly families, near elderly and disabled families, will have an admission preference over "Other Singles."

Skipping of a family on the waiting list specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until the target threshold is met and in order to comply with RHA's Broad Range of Income policy.

H. DECONCENTRATION OF POVERTY AND INCOME-MIXING

RHA's admission policy is designed to provide for deconcentration of poverty and income-mixing.

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

Skipping of a family on the waiting list specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until the target threshold is met and in order to comply with RHA's Broad Range of Income policy.

Deconcentration and Income-Mixing Goals

RHA's deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely low-income families", will be to admit higher income families to lower income developments, and lower income families to higher income developments.

Project Designation Methodology

RHA will determine and compare tenant incomes at all general occupancy developments. Skipping of families for deconcentration purposes will be applied uniformly to all families.

I. PROMOTION OF INTEGRATION

Beyond the basic requirement of nondiscrimination, RHA shall affirmatively further fair housing to reduce racial and national origin concentrations. RHA shall not require any specific income or racial quotas for any development or developments.

RHA shall not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations.

J. PREFERENCE DENIAL

If RHA denies a preference, RHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for a review. The applicant will have fifteen (15) working days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be denied housing and removed from the waiting list with notification to the family.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the Local Preference and given an opportunity for an informal review.

K. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST

All programs owned, operated, managed by RHA maintain a common Waiting List. Applicants will be chosen and positioned by the programs priorities and preferences. When waiting lists are open, the RHA will encourage the applicant to apply for any housing that is available and that they qualify.

L. REMOVAL FROM WAITING LIST AND PURGING

The waiting list will be purged at least once a year by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond to the request for confirmation and continued interest, s/he will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to

reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply with the prescribed period and verification of such is received by RHA.

Notices will be made available in accessible format upon the request of a person with a disability. An extension to reply to the purge notification will be considered as an accommodation if requested by a person with a disability.

M. OFFER OF ACCESSIBLE UNITS

RHA has a limited number of units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, RHA will offer such units:

- First, to a current occupant of another unit of the same development who requires the accessible features of the vacant, accessible unit and is occupying a unit not having the features;

- If there is no current resident in the same development that requires the accessible features of the vacant unit, then it will be offered to a resident with disabilities residing in another development under RHA's control, who has a disability that requires the special features of the vacant accessible unit;

- If there is no current resident who requires the accessible features of the vacant, accessible unit, then the vacant accessible unit will be offered to an eligible qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the available, vacant, accessible unit; .

- If there is not an eligible qualified resident or applicant with disabilities, needing the features of the vacant available unit on the waiting list who wishes to reside in the available accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. See 24 CFR 8.27. However, the RHA will require the applicant to execute the RHA public housing lease that requires to the resident to relocate to a vacant non-accessible unit within thirty (30) days of notice by the RHA that there is an eligible applicant or existing resident with disabilities who requires the accessible features of the unit. The RHA will pay for the cost of the mandatory transfer in accordance with HUD requirements (PIH 2010-26)

This requirement will be a provision of the lease agreement.

See "Leasing" chapter.

N. PLAN FOR UNIT OFFERS

The RHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, sexual orientation, or national origin is:

RHA shall select, assign and offer the first qualified applicant in sequence on the waiting list will be made one offer of a unit of the appropriate size.

If more than one unit of the appropriate type and size is available, the unit to be offered will be the first unit that is ready for occupancy. After the offer, if the offer is rejected, the applicant is re-dated and moved to the bottom of the waiting list.

RHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

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

The RHA will contact the family by mail to make the unit offer. The family will be notified of a unit offer via first class mail. The family will be given five **(5)** days from the date the letter was mailed to contact the RHA regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have 24 hours to accept or reject the unit. This verbal offer and the family's decision will be documented in the applicant/tenant file.

If a unit designed for families with disabilities becomes available and there are no families with disabilities on the waiting list, the unit will be offered to an appropriate-size family. This family will be made aware that they must transfer to accommodate a family with disabilities should one be selected for the public housing program.

Acceptance of Unit

The family will be required to sign a lease that will become effective the date of acceptance.

The signing of the lease and the review of financial information will be handled privately. The head of household and spouse/co-head will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the RHA will retain the original executed lease in the tenant's file

The family will pay the security deposit in accordance with the policies of RHA.

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

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

O. CHANGES PRIOR TO UNIT OFFER

Changes that occur during the period between certification of eligibility and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment and must be re-verified prior to making the offer. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal review when applicable (See Chapter on Complaints, Grievances, and Appeals)

P. APPLICANT STATUS AFTER UNIT OFFER

When an applicant rejects the unit offer RHA will:

Re-dated to the rejection date and moved to the bottom of the waiting list.

Q. TIME-LIMIT FOR ACCEPTANCE OF UNIT

Applicant must accept a unit offer within 24 hours of opportunity to view the unit and within the five days letter letter was sent offering the unit.

Applicants Unable to Take Occupancy

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "good cause," the applicant will not be removed or repositioned on the waiting list.

Examples of "good cause" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing. [24 CFR 945.303(d)]

Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution or a job training program;

The family demonstrates to RHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement

agency. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.

A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.

The unit is inappropriate for the applicant's disabilities.

Applicants With a Change in Family Size or Status

Changes in family composition, status, or income between the time of the application and the offer of a unit will be processed. RHA shall not lease a unit to a family whose occupancy will overcrowd the unit. If the unit offered is to large for family size due to no applicant on that bedroom size the family will be on the transfer list.

The family will take the appropriate place on the waiting list according to the date they first applied.

R. REFUSAL OF OFFER

If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.

If the unit offered is refused for other reasons, RHA will follow the applicable policy as listed in the "Plan for Unit Offers" section and the "Applicant Status After Offer" section.

Chapter 5

OCCUPANCY GUIDELINES

INTRODUCTION

The Occupancy Guidelines are established by RHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. This Chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

A. DETERMINING UNIT SIZE

RHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. RHA's Occupancy Guideline standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

For occupancy standards, an adult is a person 18 years or older, or an emancipated minor.

All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be so assigned using the following guidelines:

Generally RHA will assign one bedroom to two people within the following guidelines:

Adults of different generations, persons of the opposite sex (other than spouses), and unrelated adults will not be required to share a bedroom.

Separate bedrooms should be allocated for persons of the opposite sex of any age (other than adults who have a spousal relationship).

Children of the same sex will share a bedroom.

Foster adults and/or foster children will not be required to share a bedroom.

Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.

Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.

Space will not be provided for a family member who will be absent most of the time, such

as a member who is away in the military/school.

The living room will not be used as a bedroom except at the determination of the family and so long as it does not constitute an overcrowded unit.

GUIDELINES FOR DETERMINING BEDROOM SIZE

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8

B. EXCEPTIONS TO OCCUPANCY STANDARDS

RHA will grant exceptions from the guidelines in cases where it is the family's request or the RHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

In all cases, where the family requests an exception to the general occupancy standards, RHA will evaluate the relationship and ages of all family members and the overall size of the unit.

The family may request to be placed on a larger bedroom size waiting list than indicated by the RHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by RHA before the family is placed on the larger bedroom size list. RHA will consider these requests:

Person with Disability
RHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified.

Other Circumstances
Circumstances may dictate a larger size than the occupancy standards permit when:

Persons cannot share a bedroom because of a need for medical equipment due to its

size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a medical professional and will be processed similar to a reasonable accommodation.

Requests based on health related reasons must be verified by a doctor, medical professional, or qualified professional.

RHA may house families in larger size units if there is not a need for the larger unit required by families currently in occupancy or from the waiting list. The smaller family is then required and agrees that they will move to another available unit after 30 days notice is given, should a family then qualify for the appropriate sized unit.

Larger units than required may be offered in order to improve the marketing of a development suffering a high vacancy or criminal activity rate.

All members of the family residing in the unit must be approved by RHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform RHA within 10 days.

Live-in Aides

One reason RHA allows an additional bedroom is related to live-in aides. Although a health care provider must document the need for a live-in aide (which would result in the issuance of an additional bedroom size, the live-in aide must be identified by the family and approved by the RHA first.

The definition of a live-in aide is recorded in HUD policy which states that a live-in aide is a person who resides with one or more elderly persons, near-elderly persons or persons with disabilities and who is: (1) determined to be essential to the care and well-being of the persons; (2) is not obligated for the support of the persons; and (3) would not be living in the unit except to provide the necessary supportive services. It should be noted that the definition applies to a specific person. In accordance with this definition, a live-in aide is not a member of the assisted family and is not entitled to the unit as the remaining member of the tenant family.

The RHA must approve the person identified as the live-in aide. The RHA will disapprove such a person if s/he has: (1) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) committed drug-related criminal activity or violent criminal activity; or (3) currently owes rent or other amounts to the RHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act, or (4) been terminated by any PHA or on the banned list. Additionally, the RHA must establish standards to determine the number of bedrooms needed for families of different sizes and compositions. Consequently, RHA may not approve an unidentified live-in aide, nor a larger unit than the family qualifies for under the RHA's standards for an unidentified live-in aide.

Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom should not be approved for a live-in aide under these circumstances.

Other Reasonable Accommodation Issues. A family may always request a reasonable accommodation to permit program participation by individuals with disabilities. A family's composition or circumstances may warrant the provision of an additional bedroom to permit disability-related overnight care and allow the family equal use and enjoyment of the unit. The RHA must consider requests for an exception to the established subsidy standards on a case-by-case basis and provide an exception, where necessary, as a reasonable accommodation. The RHA shall document the justification for all granted exceptions.

Medical Equipment. Although RHA may approve an additional bedroom for medical equipment if the need is documented by a health care provider, the actual equipment in the extra bedroom should be verified by the RHA during the annual inspection of the unit. If the extra bedroom is not being used for the intended purpose, the RHA must reduce the bedroom standard. However, the RHA may take further action, if it believes any lease or family obligations were violated.

C. ACCESSIBLE UNITS

RHA has a limited number of units designated for persons with mobility impairments. These units meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

No non-mobility-impaired families will be offered these units until all eligible mobility-impaired tenants and then applicants have been considered.

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants/tenants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for the accessible unit and is determined eligible.

D. FAMILY MOVES

When a change in the circumstances of a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the case should be reviewed by the supervisor who will make determination after review of the situation, the individual circumstances, and the verification provided.

Transfers will be considered first, before referral of applicants from the Waiting List. However, due consideration shall be given to the number of vacant units prior to any transfer. If for any reason, the number of vacancies is significant to the extent that transfers would place RHA in a position of operational instability, restrictions such as a three to one (3:1) ratio of new move-ins from the Wait List to the number of transfers from within will be imposed in order to maintain the financial stability of the program and operations. The 3:1 ratio shall be maintained at either a site level or at a programmatic level, depending on the distribution of the vacancies and whether such vacancies are confined to a greater degree programmatically or within a specific site. The nature of transfers will also be considered even under these restrictions, as it is recognized that certain life-endangering conditions as may be cause for transfer cannot be restricted by operational objectives.

If it is found that the unit size is no longer appropriate to the family's needs, the RHA shall send the family written notice to transfer to the correct size unit in accordance with the Subsidy Standards. In the case of an involuntary transfer, the resident shall be given 3 days in which to move upon receipt of the transfer notice. If the tenant refuses to transfer the RHA may choose to terminate the lease.

If a resident makes a written request for special unit features because of a documented disability or handicap, the RHA will either modify the resident's unit or transfers the resident to another unit with the requested features.

Before a family can transfer a pre-move out inspection will be conduct on the current unit. If the inspection reveals excessive damage to the unit, beyond normal wear and tear or a housekeeping problem is present, the resident will be denied the transfer.

See chapters on Reexaminations and Transfers for changes in unit size for existing residents.

Chapter 6

DETERMINATION OF TOTAL TENANT PAYMENT
[24 CFR 5.609, 5.611, 5.613, 5.615]

INTRODUCTION

The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the Quality Housing and Work Responsibility Act now give PHAs broader flexibility. RHA's policies in this Chapter address those areas that allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. MINIMUM RENT

The minimum rent for RHA is $50. The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The Total Tenant Payment is the greater of:

30% of the adjusted monthly income

10% of the monthly income

The Minimum rent as established by RHA

The Total Tenant Payment does not include other charges.

RHA recognizes that in some instances even the minimum rent may create a financial hardship for families. RHA will review all relevant circumstances brought to the RHA's attention regarding financial hardship as it applies to minimum rent. The following section states the RHA's procedures and policies in regard to minimum rent financial hardship as set forth by the QHWRA.

RHA Procedures for Notification to Families of Hardship Exceptions

RHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exception under the law.

RHA notification will advise the family that hardship exception determinations are subject to RHA grievance procedures.

RHA will review all tenant requests for exception from the minimum rent due to financial hardships.

All requests for minimum rent exception are required to be in writing.

Requests for minimum rent exception must state the family circumstances that qualify the family for an exception.

Exceptions to Minimum Rent

RHA will immediately grant the minimum rent exception to all families who request it.

The Minimum Rent will be suspended until RHA determines whether the hardship is:

Covered by statute

Temporary or long term

If RHA determines that the minimum rent is not covered by statute, RHA will impose a minimum rent including payment for minimum rent from the time of suspension.

RHA will use its standard verification procedures to verify circumstances that have resulted in financial hardship, such as loss of employment, death in the family, etc.

HUD Criteria for Hardship Exception

In order for a family to qualify for a hardship exception the family's circumstances must fall into one of the following criteria:

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance;

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

The income of the family has decreased because of changed circumstances, including:

Loss of employment

Death in the family

Other circumstances as determined by RHA or HUD

Temporary Hardship

If RHA determines that the hardship is temporary, a minimum rent will be imposed, including back payment from time of suspension, but the family will not be evicted for nonpayment of rent during the 90-day period commencing on the date of the family's request for exemption.

RHA defines temporary as less than 90 days.

Repayment Agreements for Temporary Hardship

RHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

If the family owes RHA money for rent arrears incurred during the minimum rent period, RHA will calculate the total amount owed and divide it by 3 to arrive at a reasonable payment increment that will be added to the family's regular monthly rent payment. The family will be required to pay the increased amount until the arrears are paid in full.

Minimum rent arrears that are less than $50 will be required to be paid in full the first month following the end of the minimum rent period.

If the family goes into default on the repayment agreement for back rent incurred during a minimum rent period, RHA will reevaluate the family's ability to pay the increased rent amount and:

Determine whether the family has the means to meet the obligation and, if so determined, initiate eviction proceedings for nonpayment of rent; or

Determine that the repayment agreement is a financial hardship to the family and if so, restructure the existing repayment agreement.

RHA's policies regarding repayment agreements are further discussed in the chapter entitled "Family Debts to the PHA."

B. INCOME AND ALLOWANCES

Income: Includes all monetary and non-monetary income or benefit amounts that are received on behalf of the family. For purposes of calculating the Total Tenant Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income that is not specifically excluded in the regulations is counted.

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual Income is used to determine whether or not applicants are within the

applicable income limits.

Adjusted Income is defined as the Annual Income minus any HUD allowable expenses and deductions.

HUD has six allowable deductions from Annual Income:

A. $480 for each dependent;

B. $400 for any elderly family or disabled family;

C. For any family that is a disabled family, or has a member (other than the head or spouse) who is a person with a disability. A disability assistance expenses for unreimbursed amounts paid for attendant care, or auxiliary apparatus expenses for family members with disabilities, including the disabled member, where such expenses are necessary to permit an adult family member to be employed. The allowable expenses must be in excess of 3% of annual income. This allowance may not exceed the employment income received by the family members that is freed to go to work, who is at least 18 years of age.

D. For any elderly or disabled family:

1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;

2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.

E. Childcare expenses. Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to actively seek employment, 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 childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d)).

F. The RHA does not provide for any optional deductions or allowances in the public

housing program.

C. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATION

The annual income for qualified families may not be increased as a result of increases in earned income of a family member beginning on the date on which the increase in earned income begins and continuing for a cumulative 12-month period. For calculation purposes, the disallowance shall begin the first of the month after the employment begins. After the family receives 12 cumulative months of the full exclusion, annual income will include a phase-in of half the allowable earned income exclusion from annual income.

A family qualified for the earned income exclusion is a family that is receiving assistance under the public housing program; and

- Whose annual income increases as a result of employment of an adult family member and who was previously unemployed for one or more years prior to employment;

- Whose annual income increases as a result of increased earnings by an adult family member during participation in any economic self-sufficiency or other job training program; or

- Whose annual income increases, as a result of new employment or increased earnings of an adult family member during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least $500. The qualifying TANF assistance may consist of any amount of monthly income maintenance, and/or at least $500 in such TANF benefits and services as one-time payments, wage subsidies and transportation assistance.

The HUD definition of "previously unemployed" includes a person who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage ($3,625 per year). Minimum wage is the prevailing minimum wage in the State or locality if it is higher than the federal minimum wage.

The HUD definition of economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Qualifying increases are any earned income increases of a family member during participation in

an economic self-sufficiency or job training program and may include increases that occur after participation provided the training provides assistance, placement, training or mentoring after the training that leads to employment.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member. The incremental increase in income is calculated by comparing the amount of the family member's income before the beginning of qualifying employment (baseline) to the amount of such income after the employment.

Initial Twelve-Month Exclusion

During the cumulative 12-month period beginning on 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 RHA will exclude from annual income of a qualified family member any increase in income of the family member as a result of employment over the prior income of that family member (baseline).

Second Twelve-Month Exclusion and Phase-in

During the second cumulative 12-month period after the expiration of the initial cumulative 12-month period referred to above, the RHA must exclude from Annual Income of a qualified family member, 50 percent of any increase in income of a family member who is a person with disabilities as a result of employment over the income of that family member prior to the beginning of such employment.

Maximum TWO-Year Disallowance Effective May 3rd 2016 by Board Resolution

The earned income disallowance is limited to a lifetime 24-month period for each family member. For each family member, the disallowance only applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 months of phase-in exclusion during the 24-month period starting from the date of the initial exclusion.

If the period of increased income does not last for 12 consecutive months, the disallowance period will continue for a 24-month period uninterupted, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month full exclusion and the second 12-month phase-in exclusion).

No earned income disallowance will be applied after the 24-month period following the initial date the exclusion was applied.

Applicability to Child Care Expense Deductions

The amount deducted for childcare necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for childcare deduction in the case of the deduction that is allowed due to employment.

Applicability to Disability Expense Deductions

The amount deducted for disability expense deduction that is necessary to permit employment shall not exceed the amount of employment income that is included in Annual Income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for the disability expense deduction.

Applicability to Families that Receive both Child Care Expense and Disability Deductions

The amount deducted for both childcare and disability expense deductions necessary to permit employment shall not exceed the amount of employment income that is included in Annual Income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for childcare deduction and disability expenses combined in the case of the deduction that is allowed due to employment.

Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

***Such documentation will include:**

- **Date the increase in earned income was reported by the family**
- **Name of the family member whose earned income increased**
- **Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income**
- **Amount of the increase in earned income (amount to be excluded)**
- **Date the increase in income is first excluded from annual income**
- **Date(s) earned income ended and resumed during the initial cumulative 12-month * period of exclusion (if any)**
- **Date the family member has received a total of 12 months of the initial exclusion**
- **Date the 12-month phase-in period began**
- **Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any)**
- **Date the family member has received a total of 12 months of the phase-in exclusion**
- **Ending date of the maximum 24-month (two year) disallowance period (24 months from the date of the initial earned income disallowance)**

The RHA will maintain a tracking system to ensure correct application of the earned income disallowance.

It is a RHA policy decision to conduct an interim reexamination for income increases or job changes for the purpose of calculating the earned income disallowance.

Inapplicability to Admission

The earned income disallowance is only applied to determine the Annual Income of families who are participants in the public housing program, and therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

D. INDIVIDUAL SAVINGS ACCOUNTS

RHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

E. TRAINING PROGRAMS FUNDED BY HUD

All training income from a HUD sponsored or HUD funded training program, whether incremental or not, is excluded from the resident's Annual Income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

Upon employment with RHA, the full amount of employment income received by the person is counted, but subject to the earned income disallowance provisions.

F. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, RHA will:

Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime that the employer cannot anticipate for the next twelve months, then the RHA will anticipate the income will include the bonuses and overtime received the previous year.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source, type of income and verification.

G. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income or extremely low income will have the income be re-verified through EIV up to every 120 days for income changes and are further required to complete a written no/low income certification up to every 120 days and undergo an interim recertification up to every 120 days. If any increases in income are indicated in any of the above information or other verification at any time, then the family will be reviewed for an interim and the rent will be adjusted accordingly.

RHA may request credit checks for all adult members of families that report zero or extremely low income.

Where credit reports show credit accounts open and payments current, RHA will take action to investigate the possibility of unreported or underreported income, fraud or program abuse.

H. INCOME OF PERSON PERMANENTLY/TEMPORARILY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, RHA will calculate the Total Tenant Payment by:

Excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member.

If the family member is temporarily confined in a hospital or nursing home, RHA will calculate the TTP by:

Including the income of the person temporarily confined to the nursing home and giving the family the medical deductions allowable on behalf of the person in the nursing home, if they are an elderly or disabled family.

I. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(a)(7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received on a consistent basis will be considered a "regular" contribution or gift regardless of the amount. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter on "Verification Procedures," for further definition.)

If the family's expenses exceed their known income, RHA will make inquiry of the family about regular contributions and gifts.

J. ALIMONY AND CHILD SUPPORT [24 CFR 5.609(a)(7)]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, RHA will use the amount that is determined to be received by the family.

RHA will accept as verification that the family is receiving an amount less than the award if:

RHA receives verification from the agency responsible for enforcement or collection.

It is the family's responsibility to supply documentation and a copy of the divorce decree, if necessary.

RHA will use the following guidelines for calculating amounts when less than award amount:

- The total amount received during the past 12 months will be used.
- If the amount(s) received have completely stopped, the family must furnish the information outlined above along with a statement that the support is not being received and that they understand they must report the change if it starts again.

K. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(5), (c)]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income, but may be included in assets, if the amount has been invested in an allowable asset.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining that is invested will be considered an asset. Deferred periodic payments that have accumulated due to a dispute will be treated the same as periodic payments that are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

RHA uses a calculation method that calculates retroactively.

Retroactive Calculation Methodology

RHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

RHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due RHA.

At RHA's option, RHA may enter into a Repayment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees
The family's attorney fees may be deducted from lump-sum payments when computing Annual Income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

L. CONTRIBUTIONS TO RETIREMENT FUNDS – ASSETS

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum less the amount the employee contributed to the retirement.

M. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

RHA must count assets disposed of for less than fair market value during the two years preceding the date of divestiture. RHA will count the difference between the market value and the actual payment received for less than market value in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

RHA's minimum threshold for counting assets disposed of for less than Fair Market value is $5,000. If the total value of assets disposed of within the two-year period is less than $5,000, they will not be considered an asset.

N. CHECKING AND SAVINGS ACCOUNTS

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

- In determining the value of a checking account, the RHA will use the month ending balance within the verification timeframe.
- In determining the value of a savings account, the RHA will use the month
- ending balance within the verification timeframe.
- In determining the anticipated income from an interest-bearing checking or savings account, the RHA will multiply the value of the account by the current rate of interest paid on the account.

In lieu of the calculation described above, the RHA can use the actual received over the last calendar year in determining the anticipated amount of interest if it is anticipated that the average balance will remain constant (similar to the balance for the last twelve months).

O. CHILD CARE EXPENSES

Child care expenses for children under 13 may be deducted from annual income, to determine adjusted income, if they enable an adult to work or attend school, or to actively seek employment.

In the case of a child attending private school, only after-hours care can be counted as child-care expenses.

Child care expenses must be reasonable.

Allowability of deductions for child care expenses is based on the following guidelines:

Child care to work: The maximum child care expense allowed cannot exceed the amount of earned income by the person enabled to work that is included in the family's annual income. **The "person enabled to work" will be the adult member of the household that is now released to perform work.**

Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school and study time, including reasonable travel time to and from school.

For determining reasonable child care expenses for education, training or seeking employment: The RHA will determine reasonable limits. If the rate per child verified by the family exceeds reasonable limits, the RHA may use the state welfare agency's determination for the area to be the cap in order to calculate the allowance. Family's seeking employment shall be limited to 60 days of child care each year, and must provide additional documentation (verification) of where the family member has sought employment.

Child Care Expense Verification Information/Form

The form to be completed by the child care provider that will be used to verify child care expense will include:

- The name of the care provider;
- The address of the care provider;
- The telephone number of the care provider;
- The amount actually paid by the family;

P. MEDICAL EXPENSES [24 CFR 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, or the amount that will be allowed, the current IRS Publication 502 will be used as a guide.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts with identification of the type of purchase.

Chiropractic services are included under IRS Publication 502 and will be considered allowable medical expenses.

Q. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

Applicability

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

An applicant mixed-family is entitled to prorated assistance. Tenant families that become mixed families by the addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The specific method of prorating assistance for Public Housing covered programs is as follows:

1. Step 1. Determine total tenant payment in accordance with applicable public housing regulations, 24 CFR 5.628. (Annual Income includes income of all family members,

including any family member who has not established eligible immigration status).

2. Step 2. Family maximum rent is equal to the applicable flat rent for the size unit to be occupied by the family.

3. Step 3. Subtract the total tenant payment from the family's maximum rent.

4. Step 4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status. The subsidy per eligible family member is the member maximum subsidy.

5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status. The product of this calculation is the member maximum subsidy.

6. The mixed family TTP is the maximum rent minus the amount of eligible subsidy.

7. Subtract any applicable utility allowance from the mixed family's TTP. The result of this calculation is the mixed family's rent.

Mixed families paying the flat rent shall not receive a prorated rent calculation. An adult member that is ineligible for assistance in a mixed family is also ineligible for an earned income disallowance.

When the mixed family's TTP is greater than the maximum rent, the PHA must use the TTP as the mixed family TTP.

R. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

QHWRA revised the situations in which a PHA is required to reduce rent for special cases. In order to comply with the requirement, RHA will make income revisions for changes resulting from Welfare program requirements as follows:

The RHA will not reduce the rental contribution for families whose welfare assistance is reduced specifically because of:

- fraud by a family member in connection with the welfare program; or
- failure to participate in an economic self-sufficiency program; or
- noncompliance with a work activities requirement

However, the RHA will reduce the rental contribution if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits; or
- A situation where a family member has not complied with a general welfare agency requirements; or
- A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment, such as the family member has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits; or
- A situation of an inadvertent overpayment.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction.

The amount of imputed welfare income is offset by the amount of additional income (new income) a family receives that begins after the sanction was imposed.

When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

Verification Before Denying a Request to Reduce Rent

RHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

Cooperation Agreements

RHA has an unwritten cooperation agreement in place with the local welfare agency that assists the PHA in obtaining the necessary information regarding welfare sanctions.

S. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS (Not Applicable to RHA)

If the cost of utilities (excluding telephone) is not included in the Tenant Rent, a utility allowance will be deducted from the total tenant payment. The Utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, not on a family's actual consumption.

When the Utility Allowance exceeds the family's Total Tenant Payment, RHA will provide a

Utility Reimbursement Payment for the family each month. The check will be made out directly to the utility company.

Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction and is considered a health and safety violation. Utilities must be reinstated in 72 hours.

Reasonable Accommodations in Adjusting the Utility Allowances

It is the policy of the RHA to adjust the amount of tenant-paid utilities or PHA consumption levels for tenant allowances in documented situations when a qualified family is entitled to the adjustments. Such adjustments shall be made based on the qualification of the disabled individual's special need, and shall be no more than the difference of the usage of the reasonable cost of a reasonable increased consumption level for the additional required apparatus used to address the need.

T. EXCESS UTILITY PAYMENTS (Applicable to RHA)

Residents in units where RHA pays the utilities will be charged for excess utilities. When there is a checkmeter, if the tenant uses in excess of the consumption allowance, the tenant shall pay the excess. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)] Residents that are paying flat rent and in units that are individually metered will be charged for the excess utilities used above the allowable level.

U. FAMILY CHOICE IN RENTS

Authority for Family to Select

RHA shall provide for each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income or 2) the flat rent. RHA may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by RHA.

Annual choice: RHA shall provide for families residing in public housing units to elect annually whether to pay income-based or flat rent at the time of the annual recertification.

Allowable Rent Structures

Flat Rents (PIH 2014-12)

RHA will set flat rates at no less than 80 percent of the fair market value as required by HUD (PIH 2014-12)

Flat Rent, FMRs AND Utility Payments

Fair Market Rents (FMRs) are gross rent estimates that cover the shelter rent plus the cost of all necessary utilities regardless of who actually pays the utilities. Although the inclusion of utilities in the FMR is an accurate estimate of the cost of renting a unit in a particular area, their inclusion for purposes of setting Public Housing flat rents may lead to families paying more in gross rent if the shelter rent is not adjusted to reflect utility payments. Specifically, families that pay a flat rent for public housing units and that pay their own utilities would pay more in gross rent (i.e., shelter rent plus utilities) than a family in a similarly situated unit where the PHA pays the utilities.

For example, if an RHA sets the flat rent for 1-BR units at exactly 80 percent of the FMR, totaling ($400), a family renting a unit where the RHA pays the utilities would pay $400, and a family that rents a unit where they are responsible for paying utilities would pay $400 plus the cost of utilities. In this case, the family paying for utilities directly pays more because they are renting a unit where they are responsible for their own utility payments.

To address this issue when establishing flat rents, RHA must consider who is responsible for direct utility payments to the utility company, and adjust the flat rent accordingly.

Specifically, if the RHA is responsible for paying for utilities to the utility company, no adjustment is necessary when setting flat rents. However, if the family is responsible for making direct utility payments to the utility company, the RHA must adjust the flat rent amount downward, using a utility allowance, to account for reasonable utility costs of an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. For flat rents that are set at 80 percent of FMR, the RHA must first determine 80 percent of FMR for each bedroom-size, and then reduce that amount by the utility allowance. For example, if 80 percent of FMR for a 1-BR unit is $400, then the resulting rent after a reasonable utilities reduction of $50 per month would be $350. RHA should also consider utility payments where flat rents are set above 80 percent of FMR and incorporate such adjustments as necessary.

RHA will adjust fair market rents downward to account for reasonable utility cost by subtracting the utility allowance allowed for the appropriate size apartment from the published fair market rent to establish the flat rate rent that will be charged to the family.

RHA shall review the income of families paying flat rent not less than once every three years.

Effective no later than October 31, 2014 all new admissions will be charged FMR (fair market rents) and all current families at the time of their annual re-certifications will be phased in at a rate not to exceed 35 percent until they have reached the new flat rate rents.

Income-Based Rents

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by the PHA, which does not exceed the greatest of the following amounts:

30 percent of the family's monthly adjusted income;

10 percent of the family's monthly income; or

RHA's Minimum TTP of $50

Switching Rent Determination Methods Because of Hardship Circumstances
In the case of a family that has elected to pay RHA's flat rent, RHA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the family is unable to pay the flat rent because of financial hardship, including:

- Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income or other assistance; or

- An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; or

- Such other situations as may be determined by RHA.

All hardship situations will be verified.

Annual Reexamination
90 days in advance of annual reexamination, the family will be notified of their annual reexamination. During this reexamination period, the family will be given the option to choose flat rent or income-based rent. RHA will provide a form that states what the flat rent would be and what the family's income-based rent would be. The family will be required to make a choice and sign the form prior to the effective date of their reexamination. The form will be retained in the tenant's file. (See Chapter 11 for further details).

Whether the family indicates they choose income-based or a flat rent, a reexamination appointment will be scheduled according to RHA policy. The family during the reexamination

will be provided information on the anticipated rent and may choose to pay flat rent prior to the new rent going into effect.

V. RHA'S FLAT RENT METHODOLOGY

Paragraph (2)(B)(i) of Section 3(a) of the United States Housing Act of 1937 (the Act), as amended by Section 210 establishes new parameters that RHA must use when determining the flat rent amounts:

- Flat Rents must now be set a no less than 80 percent of the applicable Fair Market Rent (FMR)
- RHA may but are not required to lower flat rents to 80% of the applicable FMR in years when the FMR decreases from the previous year
- RHA must adjust flat rate rents accordingly if housing authority has tenant-paid utilities to account for reasonable utility cost

Flat Rent Policies –How to Comply on an Annual Basis

In order to comply with the flat rent requirements annually, RHA must:

1) Calculate flat rents using a rent reasonableness methodology, as defined in 24 CFR Part 960.253(b), for determining the flat rent based on the market rent of comparable units in the private, unassisted rental market. Such a reasonable method should consider the location, quality, size, unit type, unit age, and any amenities;
2) If the flat rent, as determined by the rent reasonableness study, is at least 80 percent of the FMR, the RHA must set flat rents at the amount determined by the rent reasonableness study;
3) If the flat rent, as determined by the rent reasonableness study, is less than 80 percent of the FMR, the RHA must set flat rents at no less than 80 percent of the FMR, subject to the utilities adjustment in section 3 of this notice;
4) If the FMR falls from the previous year, RHA, may, but are not required to lower the flat rent amount to 80 percent of the FMR;
5) Include a description of flat rent policies in the RHA annual plan or in documents available for a public hearing as applicable;
6) Update the flat rent policies in the Admissions and Continued Occupancy Policies (ACOP) as necessary;
7) At all new admissions, permit the family to choose between the flat rent amount and the income-based rent;
8) For families that are already paying the flat rent amount, RHA must offer any changes to flat rent amount at the next annual rent option, and permit the family to choose between the flat rent amount and the income-based rent, subject to the requirements of PIH

Notice 2014-12) section 6; and

9) Upon issuance of new FMRs by HUD, the RHA must:

- Determine if the current flat rent is at least 80% of the new FMR;
- Update the flat rent amounts if necessary to meet the 80% requirement within a reasonable time but no later than 90 days of HUD publishing new FMRs;

The RHA review the Flat Rents in October of each year with a projected change date of January of the following year.

The Schedule of Flat Rents is posted at the public housing developments and designated posting areas within the RHA.

W. RHA'S CEILING RENT

RHA does have ceiling rents and the ceiling rent will mirror the flat rent. Since RHA provides all utilities, the flat rent and the ceiling rent will be the same number.

X. ANNUAL INCOME INCLUSIONS AND EXCLUSIONS DEFINITION

Annual Income Includes:

(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 a deduction in determining net income. An allowance for depreciation is permitted only as authorized within this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from 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, lotteries, disability or death benefits, and other similar

types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (but see No. 13 under Income Exclusions);

(5) Payments in lieu of earnings, such as unemployment, worker's compensation, and severance pay (but see No. 3 under Income Exclusions);

(6) Welfare Assistance.

a. Welfare assistance received by the household.
b. The amount of reduced welfare income that is disregarded specifically because the family engaged in fraud or failed to comply with an economic self-sufficiency or work activities requirement.
c. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustments by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare 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 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; and

(8) All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit (but see paragraph (7)) under Income Exclusions.

(9) For the section 8 programs only and as provided under the restrictions on assistance to students enrolled in an institution of higher education, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education, shall be considered income to the individual, except that financial assistance described in this income inclusion is not considered income for persons over the age of 23 with dependent children. Financial assistance does not include loan proceeds for determining income.

Annual Income Excludes:

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

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

(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 No. 5 under Income Inclusions);

(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 by regulation);

(6) Except for the required income inclusions in the Section 8 Program as stated income inclusions #9, the full amount of student financial assistance paid directly to the student or to the educational institution;

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

(8)Certain amounts received that are related to participation in the following programs

(a) Amounts received under training programs funded by HUD;

(b) Amounts received by a person with disabilities 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);

(c) 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;

(d) A resident service stipend. This is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. This may include, but is not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; or

(e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and

objectives, and are excluded only for the period during which the family member participates in the employment-training program.

(9) Temporary, nonrecurring, or sporadic income (including gifts). For example, amounts earned by temporary census employees whose terms of employment do not exceed 180 days (Notice PIH 2000-1).

(10) Reparations 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;

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

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

(13) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump-sum payment or in prospective monthly payments;

(14) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

(15) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and.

(16) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. A notice will be published in the *Federal Register* and distributed to PHAs identifying the benefits that qualify for this exclusion. Updates will be distributed when necessary. The following is a list of income sources that qualify for that exclusion:

a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));

b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);

c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

d) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

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

f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding

provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);

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

h) The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);

i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));

k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *Re Agen*t-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);

l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);

m) 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 (42 U.S.C. 9858q);

n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));

o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spinal bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);

r) Any amount of crime victim compensation (under the Victims of Crime Act)

received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and

s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

t) Incentive payments received under the Medicare Discount Program

u) Kin Care or Guardian Care

v) Assistance from the Richard B Russell National School Lunch Program Payments Under the Seneca Nation Settlement Act

w) Compensation on behalf of a veteran for service connected disability, death, dependency, or indemnity compensation in programs authorized under the Native American Assistance and Self-Determination Act of 1996

x) Federal major disaster and emergency assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance

(17) Earned Income Disallowance

(a) Initial Twelve Month Exclusion

(b) Second Twelve Month Exclusion and Phase-In

(c) Maximum Four Year Disallowance

Y. ASSET INCLUSIONS AND EXCLUSIONS

Assets Include:

a) Amounts in savings and checking accounts.

b) Stocks, bonds, savings certificates, money market funds and other investment accounts.

c) Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the assets and reasonable costs (such as broker fees) that would be incurred in selling the assets.

d) The cash value of trusts that may be withdrawn by the family.

e) IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in a penalty.

f) Some contributions to company retirement/ pension funds. Note the discussion below on accessibility of the funds.

g) Assets, which although owned by more than one person, allow unrestricted access by the applicant.

h) Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims.

i) Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.

j) Cash value of life insurance policies.

k) Assets disposed of for less than fair market value during the two years preceding certification or re-certification.

Assets Exclude-

a) Necessary personal property, except as noted in assets inclusions.

b) Interest on Indian trust lands.

c) Assets that are part of an active business or farming operation.

- *NOT*E: Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the applicant's/tenant's main occupation.

d) Assets not controlled by or accessible to the family and which provide no income for the family

e) Vehicles especially equipped for the disabled.

f) Equity in owner-occupied cooperatives and manufactured homes in which the family lives.

NOTE: A key factor in whether or not to include an asset in the calculation of annual income is whether any member of the family has access to the asset

Chapter 7

VERIFICATION
[24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230]

INTRODUCTION

The RHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the family's consent to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The RHA must not pass on the cost of verification to the family.

The RHA will follow the verification guidance provided by HUD in PIH Notice 2004-01, PIH 2010-19 Verification Guidance, PIH 2012-26, PIH 2013-3, PIH 2013-4, PIH 2013-23, PIH 2013-26, PIH 2015-02, PIH 2015-04 and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary RHA policies.

Part I describes the general verification process. More detailed requirements related to individual factors are provided in subsequent parts including family information (Part II), income and assets (Part III), and mandatory deductions (Part IV).

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the RHA.

PART I. GENERAL VERIFICATION REQUIREMENTS

A. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 982.516 AND 982.551, 24 CFR 5.230]

The family must supply any information that the RHA or HUD determines is necessary to the administration of the program and must consent to RHA verification of that information [24 CFR 982.551].

Consent Forms

It is required that all adult applicants and participants sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the RHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). All adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, the RHA will deny admission to applicants and terminate assistance of participants. The family may request an informal review (applicants) or informal hearing (participants) in accordance with RHA procedures.

B. OVERVIEW OF VERIFICATION REQUIREMENTS

Overview

On December 29, 2009, HUD issued the final rule entitled *Refinement of Income and Rent Determination Requirements in Public and Assisted Housing Programs: Implementation of the Enterprise Income Verification (EIV) System-Amendments*, which requires PHAs to use the EIV system in its entirety to verify tenant employment and income information during mandatory reexaminations of family composition and income; and reduce administrative and subsidy payment errors in accordance with 24 CFR §5.236 and administrative guidance issued by HUD.

Using EIV as an upfront income verification (UIV) technique is a valuable in validating tenant-reported income during interim and annual reexaminations of family income; as well as streamlining the income verification process. This will result in less administrative burden in complying with third party verification requirements. Additionally, EIV will help to identify and cure inaccuracies in housing subsidy determinations, which will benefit PHAs, tenants, and taxpayers by ensuring that the level of benefits provided on behalf of families is proper and will prevent fraud and abuse within Public and Indian Housing (PIH) rental assistance programs.

RHA Policy

The RHA is required to use the EIV system in its entirety. This means the RHA must use all features of the EIV system to:

- Verify tenant employment and income information during mandatory reexaminations of family composition and income in accordance with 24 CFR §5.236, and HUD administrative guidance; and
- Reduce administrative and subsidy payment errors in accordance with HUD administrative guidance.

C, THE EIV SYSTEM

The EIV System is a web-based application, which provides RHA with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH)**.** This system is available to RHA. Information in EIV is derived from computer matching programs initiated by HUD with the Social Security

Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058.

RHA is required to review the EIV Income Report of each family before or during mandatory annual and interim reexaminations of family income and/or composition to reduce tenant under reporting of income and improper subsidy payments. EIV is classified as an UIV technique (or automated written third party verification), which helps to identify income sources and/or amounts that the tenant may not have disclosed. This UIV technique in many instances will reduce the need to mail or fax third party verification request forms to an income source. EIV also provides various reports to assist RHA with the following:

- Identifying tenants whose reported personal identifiers do not match the SSA database;
- Identifying tenants who need to disclose a SSN;
- Identifying tenants whose alternate identification number (Alt ID) needs to be replaced with a SSN;
- Identifying tenants who may not have reported complete and accurate income information;
- Identifying tenants who have started a new job;
- Identifying tenants who may be receiving duplicate rental assistance;
- Identifying tenants who are deceased and possibly continuing to receive rental assistance;
- Identifying former tenants of PIH rental assistance programs who voluntarily or involuntarily left the program and have a reportable adverse status and/or owe money to a PHA or Section 8 landlord.

RHA Policy

All RHA staff (including RHA-hired management agents), who have a need to access the EIV system are required to complete and retain the EIV Access Authorization Form & Rules of Behavior and User Agreement. The form is available online at:

http://www.hud.gov/offices/pih/programs/ph/rhiip/uivsystem.cfm.

The user's access must be approved by the RHA Executive Director or designee in order for the local HUD office to process all EIV access requests. Individuals who will not directly access the EIV system, but will have access to the EIV data in printed or electronic form are also required to complete the EIV Access Authorization Form & Rules of Behavior and User Agreement and retain in the file by the RHA.

The Verification Hierarchy

RHA Policy

The RHA will begin with the highest level of verification techniques. The RHA is required to access the EIV system and obtain an Income Report for each household. The RHA is required to maintain the Income Report in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual reexaminations of family income and composition.

If the Income Report does not contain any employment and income information for the family, the RHA will attempt the next lower level verification technique, as noted in the below chart.

LevelVerification Technique Ranking

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

This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not always available for verifying income of applicants. The RHA is still required to use EIV for applicants to determine other factors as relates to eligibility and maintain a copy of the record in the file.

Verification Technique Definitions Third Party Verification Techniques

Upfront Income Verification (UIV) (Level 6/5)

The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.

The EIV system is available to the RHA as a UIV technique. The RHA is encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, to validate tenant-reported income when available.

Written Third Party Verification (Level 4)

An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or the RHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents.

These tenant-provided documents are considered written third party verification since they originated from a third party source. The RHA may, at its discretion reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to:

- Pay stubs,
- Payroll summary report,
- Employer notice/letter of hire/termination,
- SSA benefit verification letter,
- Bank statements,
- Child support payment stubs,
- Welfare benefit letters and/or printouts, and;
- Unemployment monetary benefit notices.
- Current acceptable tenant-provided documents must be used for income and rent determinations.

The RHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the RHA should project income based on the information from a traditional written third party verification form or the best available information.

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

Written Third Party Verification Form (Level 3)

Also, known as traditional third party verification. A standardized form to collect information from a third party source. The form is completed by the third party by hand (in writing or typeset). The RHA sends the form directly to the third party source by mail, fax, or email.

RHA Policy

It is the RHA's position that the administrative burden and risk associated with use of the traditional third party verification form may be reduced the RHA relying on acceptable documents that are generated by a third party, but in the possession of and provided by the tenant (or applicant). Many documents in the possession of the tenant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

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

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

Oral Third Party Verification (Level 2)

Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. PHA staff should document in the tenant file, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information.

RHA Policy

This verification will be used in the event that the independent source does not respond to the RHA's faxed, mailed, or e-mailed request for information in a reasonable time frame, i.e., ten (10) business days.

Non-Third Party Verification Technique Tenant Declaration (Level 1)

The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the RHA has not been successful in obtaining information via all other verification techniques. When the RHA relies on tenant declaration, the PHA must document in the tenant file why third party verification was not available.

Exceptions to Third Party Verification Requirements 24 CFR §960.259(c)(1) and §982.516(a)(2)

The exception to third party verification is, "The PHA must obtain and document in the family file third party verification of the following factors, **or must document in the file why third party verification was not available**."

If third party verification is not available for a variety of reasons These reasons include::

- The RHA may have made numerous attempts to obtain the required verifications with no success, or
- It may not be cost effective to obtain third party verification of income, assets, or expenses, when the impact on total tenant payment is minimal.

In these cases, the RHA is **required to document in the family file the reason(s) why third party verification was not available.**

The exception to third party verification can be found at 24 CFR §960.259(c)(1) and §982.516(a)(2).

Third party verification requirements 24 CFR §960.259(c)(1) and 24 CFR §982.516(a)(2)

In accordance with for the Public Housing and the HCV programs, respectively, the RHA must obtain and document in the tenant file third party verification of the following factors, or must document in the tenant file why third party verification was not available:

- Reported family annual income
- The value of assets
- Expenses related to deductions from annual income
- Other factors that affect the determination of adjusted income.

Compliance and reduction of the administrative burden of third party verification requirements of family annual income

RHA can comply with and reduce administrative burden of third party verification requirements for employment, wage, unemployment compensation and social security benefits, and any other information that is verifiable using EIV by all of the following:

- Reviewing the EIV Income Report to confirm/validate tenant-reported income
- Printing and maintaining an EIV Income Report (or an EIV Individual Control Number (ICN) page for interim reexaminations) in the tenant file
- Obtaining current acceptable tenant-provided documentation to supplement EIV information
- Using current tenant-provided documentation and/or third party verification to calculate

annual income.

Note: Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, RHA does not need to obtain or request a benefit verification letter from the tenant. See PIH Notice 2010-03 for guidance on verifying Social Security benefit income through the EIV system. **Social Security benefits can no longer be verified through bank statements. It must be verified through EIV or award letters or other means.**

The RHA may also reduce the administrative burden of obtaining third party verification by relying on acceptable documents that are generated by a third party, but provided by the tenant. Many documents in the possession of the tenant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

The RHA must request written third party verification under the following circumstances:

- When the tenant disputes the EIV information and is unable to provide acceptable documentation to support his/her dispute (24 CFR §5.236(b))
- When the RHA requires additional information that is not available in EIV and /or the tenant is unable to provide the RHA with current acceptable tenant-provided documentation.

Examples of additional information, includes but is not limited to:

- Effective dates of income (i.e. employment, unemployment compensation, or social security benefits)
- For new employment: pay rate, number of hours worked per week, pay frequency, etc.
- Confirmation of change in circumstances (i.e. reduced hours, reduced rate of pay, temporary leave of absence, etc.)

Note: 24 CFR §5.236(a), prohibits RHA from taking adverse action based solely on EIV information.

Types of file documentation required to demonstrate RHA compliance with mandated use of EIV as a third party source to verify tenant employment and income information (24 CFR §5.233(a)(2)(i)).

1. For each new admission (formHUD-50058actiontype1), the RHA is required to do the following:

- Review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date; and
- Print and maintain a copy of the EIV Income Report in the tenant file; and

- Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.

2. For each historical adjustment (form HUD-50058 action type 14), the RHA is required to do the following:

   - Review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date; and
   - Print and maintain a copy of the EIV Income Report in the tenant file;
   - Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.

3. For each interim reexamination (form HUD-50058 action type 3) of family income and composition, RHA is required to have the following documentation in the tenant file:

   - **ICN Page** when there is **no** household income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report. The RHA has the discretion to print the EIV Income report, however, only the ICN page is required.

EIV Income Report when there **is** an income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report.
For each annual reexamination of family income and composition, the RHA is required to have the following documentation in the tenant file:

- **No Dispute of EIV Information:** EIV Income Report, current acceptable tenant-provided documentation, and ***if necessary*** (as determined by the RHA), traditional third party verification form(s).
- **Disputed EIV Information: EIV** Income report, current acceptable tenant- provided documentation, and/or ***traditional t***hird party verification form(s) for disputed information.
- **Tenant-reported income not verifiable through EIV system:** Current tenant-provided documents, and ***if necessary*** (as determined by the RHA), traditional third party verification form(s).

Tenants That Do Not Provide the RHA with Requested Information

If the tenant does not provide the requested information, the RHA may mail or fax a third party verification request form to the third party source. The RHA is ***required*** to request third party verification when the tenant disputes EIV information and the tenant is unable to provide acceptable documentation to support disputed information. However, the RHA shall remind the tenant that s/he is required to supply any information requested by the RHA for use in a regularly scheduled annual or interim reexamination of family income and composition.

The RHA may determine that the tenant is not in compliance with program requirements and terminate tenancy or assistance, or both, if the tenant fails to provide the requested information in a timely manner,

Using the EIV to Reduce Administrative and Subsidy Payment Errors.

EIV has the ability to identify other potential issues, which may impact a family's level of assistance. EIV contains stand-alone reports, which the RHA may generate at any time i.e.;

- Deceased Tenants Report,
- New Hires Report,
- Multiple Subsidy Report,
- Identity Verification Report,
- Income Discrepancy Report,
- Debts Owed to PHAs & Termination Report, and Immigration Report

However, it should be noted that the information from these stand-alone reports are contained in the Income Report for each household. The RHA is **required** to address any and all potential issues at the time of the annual or interim re-exam, as conveyed in the Income Report.
The RHA may use the stand-alone reports to monitor staff's progress in reducing the following administrative and subsidy payment errors by using the listed reports:

- Incorrect/invalid SSNs/name/date of birth – Identity Verification Report
- Follow- up with families who need to disclose a SSN – Immigration Report
- Duplicate rental assistance – Multiple Subsidy Report
- Unreported increase in income – Income discrepancy Report
- Improper payments on behalf of deceased tenants – Deceased Tenants Report
- Unreported new employment (PHAs with interim increase policy) – New Hires Report
- Adverse Termination/Outstanding Debt to PHA – Debts Owed to PHAs & Termination Search

In order to ensure the RHA is aware of potential subsidy payment errors, the RHA is **required** to monitor the following EIV reports on a **monthly** basis:

- Deceased Tenants Report
- Identity Verification Report
- Immigration Report

In order to ensure the RHA is aware of potential subsidy payment errors, the RHA is **required** to monitor the following EIV reports on a quarterly basis:

- Income Discrepancy Report
- Multiple Subsidy Report
- New Hires Report (if RHA has an interim increase policy)

EIV Requirements for Recertification

To minimize tenant underreporting of income, the RHA is required to obtain an EIV Income Report for each family any time the PHA conducts an annual or interim reexamination of family income and composition.

In accordance with 24 CFR §5.236(b)(2)(3), RHA is required to compare the information on the EIV report with the family-reported information. If the EIV report reveals an income source that was not reported by the tenant or a substantial difference in the reported income information, the RHA is required to take the following actions:

- Discuss the income discrepancy with the tenant
- Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources;
- In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, the RHA is required to request from the third party source, any information necessary to resolve the income discrepancy
- If applicable, determine the tenant's underpayment of rent as a result of unreported or underreported income, retroactively*****
- Take any other appropriate action as directed by HUD or the RHA's administrative policies.

***** The RHA is required to determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

Note: *A substantial difference is defined as an amount equal to or greater than $2,400, annually.*

When there is an unsubstantial or no disparity between tenant-reported and EIV-reported income information, the RHA is required to obtain from the tenant, any necessary documentation to complete the income determination process. As noted previously, the RHA may reject any tenant-provided documentation, if the RHA deems the documentation unacceptable. The RHA may reject documentation provided by the tenant for only the following HUD-approved reasons:

- The document is not an original; or
- The original document has been altered, mutilated, or is not legible; or
- The document appears to be a forged document (i.e. does not appear to be authentic).

The RHA will explain to the tenant, the reason(s) the submitted documents are not acceptable and request the tenant to provide additional documentation. If at any time, the tenant is unable to provide acceptable documentation that the RHA deems necessary to complete the income

determination process, the RHA is required to submit a traditional third party verification form to the third party source for completion and submission to the RHA.

If the third party source does not respond to the RHA's request for information, the RHA is required to document the tenant file of its attempt to obtain third party verification and that no response to the third party verification request was received.

The RHA should then pursue lower level verifications in accordance with the verification hierarchy.

Tenant Actions for RHA Underpayments of Rent

RHA Policy

The tenant must be provided an opportunity to contest the RHA's determination of tenant rent underpayment. HUD regulations require the RHA to promptly notify tenants in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The tenant may contest the findings in accordance with the RHA's established grievance procedures, as required by HUD. The RHA may not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or grievance period.

Tenant Repayment Agreement and Failure to Report Income

Tenants are required to reimburse the RHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the RHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent.

If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the RHA **must** terminate the family's tenancy or assistance, or both. HUD does **not** authorize any RHA-sponsored amnesty or debt forgiveness programs, therefore, no amnesty or debt forgiveness program will be provided.

All repayment agreements must be in writing, dated, signed by both the tenant and the RHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

- Reference to the paragraphs in the Public Housing lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the RHA.
- The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

- The RHA is required to determine retroactive rent amount as far back as they have documentation of family reported income. For example, if the RHA determines that the family has not reported income for a period of five years and only has documentation for the last three years, the RHA is only able determine retroactive rent for the three years for which documentation is available.

Repayments shall be in accordance with RHA's repayment polices and agreement.

EIV Record Retention

RHA Policy

The RHA's record retention policy will determine the length of time the PHA should maintain EIV printouts in a tenant file. LHAs are authorized to maintain the EIV Income Report in the tenant file for the duration of tenancy and no longer than three years from the end of participation (EOP) date. In accordance with revised regulation, 24 CFR §908.101, the RHA is required to maintain at a minimum, the last three years of the form HUD-50058, and supporting documentation for all annual and interim reexaminations of family income. All records are to be maintained for a period of at least three years from the effective date of the action.

Disclosure of an Individual's EIV Information

The Federal Privacy Act (5USC§552a, as amended) prohibits the disclosure of an individual's information to another person without the written consent of such individual. As such, the EIV data of an adult household member may not be shared (or a copy provided or displayed) with another adult household member, unless the individual has provided written consent to disclose such information.
However, the RHA is not prohibited from discussing with the head of household (HOH) and showing the HOH how the household's income and rent were determined based on the total family income reported and verified.

RHA Policy

EIV information and any other information obtained by the RHA for the purpose of determining eligibility and level of assistance for a PIH rental assistance program may not be disclosed to third parties for any reason (even for similar verifications under other programs, such as eligibility for low income housing tax credit units, other federal or state assistance programs), unless the tenant has authorized such disclosure in writing.

Incorrect EIV Information

Sometimes the source or originator of EIV information may make an error when submitting or reporting information about tenants. HUD cannot correct data in the EIV system. Only the originator of the data can correct the information. When the originator corrects the data, HUD will obtain the updated information with its next computer matching process. Below are the procedures tenants and the RHA will follow regarding incorrect EIV information.

Employment and wage information reported in EIV originates from the employer. The employer reports this information to the local State Workforce Agency (SWA), who in turn, reports the information to HHS' (Health and Human Services) National Directory of New Hires (NDNH) database.

If the tenant disputes this information, s/he should contact the employer directly, in writing to dispute the employment and/or wage information, and request that the employer correct erroneous information.

The tenant should provide the RHA with this written correspondence so that it may be maintained in the tenant file. If employer resolution is not possible, the tenant should contact the local SWA for assistance.

Unemployment benefit information reported in EIV originates from the local SWA. If the tenant disputes this information, s/he should contact the SWA directly, in writing to dispute the unemployment benefit information, and request that the SWA correct erroneous information. The tenant should provide the RHA with this written correspondence so that it may be maintained in the tenant file.

SS and SSI benefit information reported in EIV originates from the SSA. If the tenant disputes this information, s/he should contact the SSA at (800) 772–1213, or visit the local SSA office. SSA office information is available in the government pages of the local telephone directory or online at http://www.socialsecurity.gov.

> ***Note:*** The tenant may also provide the RHA with third party documents which are in the tenant's possession to support their dispute of EIV information. The RHA, with the tenant's consent, is required to submit a third party verification form to third party sources for completion and submission to the RHA, when the tenant disputes EIV information and is unable to provide documentation to validate the disputed information. **The tenant's failure to sign the consent form is grounds for termination of tenancy and/or assistance in accordance with 24 CFR §5.232.**

Debts owed to PHAs and termination information reported in EIV originates from the PHA. If a current or former tenant disputes this information, s/he should contact the PHA (who reported the information) directly in writing to dispute this information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will up date or delete the record from EIV.

Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date in the PIH program.

Identity Theft

Seemingly incorrect information in EIV may be a sign of identity theft. Sometimes someone else may use an individual's SSN, either on purpose or by accident. SSA does not require an individual to report a lost or stolen SSN card, and reporting a lost or stolen SSN card to SSA will not prevent the misuse of an individual's SSN.

However, a person using an individual's SSN can get other personal information about that individual and apply for credit in that individual's name. So, if the tenant suspects someone is

using his/her SSN, s/he should check their Social Security records to ensure their records are correct (call SSA at (800) 772-1213); file an identity theft complaint with the local police department and/or Federal Trade Commission (call FTC at (877) 438-4338, or visit their website at: http://www.ftc.gov/bcp/edu/microsites/idtheft/); and s/he should also monitor their credit reports with the three national credit reporting agencies (Equifax, TransUnion, and Experian). The tenant should provide the RHA written documentation of filed identity theft complaint. (Refer back to paragraph on Employment and wage information regarding disputed EIV information related to identity theft).

Tenants may request their credit report and place a fraud alert on their credit report with the three national credit reporting agencies at: www.annualcreditreport.com or by contacting the credit reporting agency directly. Each agency's contact information is listed below.

National Credit Reporting Agencies Contact Information

Equifax Credit Information Services, Inc.

P.O. Box 740241 Atlanta, GA 30374

Website: www.equifax.com

Telephone: (800) 685-1111

Experian

P.O. Box 2104 Allen, TX 75013

Website: www.experian.com

Telephone (888) 397-3742

TransUnion

P.O. Box 6790 Fullerton, CA 92834

Website: www.transunion.com

Telephone: (800) 680-7289 or (800) 888-4213

Security of EIV Data

The data in EIV contains personal information on individual tenants which is protected under the Federal Privacy Act. The information in EIV may only be used for limited official purposes, as noted below

Official Purposes Include:

- The RHA, in connection with the administration of PIH programs, for verifying the employment and income at the time of interim and annual reexaminations.

- HUD staff for monitoring and oversight of RHA compliance with HUD program requirements.

- Independent Auditors hired by the RHA or HUD to perform a financial audit for use in determining the RHA's compliance with HUD program requirements, including verifying income and determining the accuracy of the rent and subsidy calculations.

Restrictions on disclosure requirements for Independent Auditors

Independent Auditors:

- May only access EIV income information within family files and only within the offices of the RHA or RHA- hired management agent;
- May not transmit or transport EIV income information in any form;
- May not enter EIV income information on any portable media;
- Must sign non-disclosure oaths that the EIV income information will be used only for the purpose of the audit; and
- May not duplicate EIV income information or re-disclose EIV income information to any user not authorized by Section 435(j)(7) of the Social Security Act to have access to the EIV income data.

Official Purposes for Disclosure of EIV Do NOT Include:

Sharing the information with governmental or private entities not involved in the reexamination process specifically used for PIH rental assistance programs.

Disclosing the EIV information to other private or public entities for purposes other than determining eligibility and level of assistance for PIH rental assistance programs is prohibited since these entities are not a party to the computer matching agreements with the HHS and SSA.

The fact that these entities may find the EIV beneficial for similar eligibility and determination purposes for other low- income housing programs or public benefits, does not permit these entities to use or view information in the EIV system that is covered by the computer matching agreements.

The computer matching agreements are governed by the Privacy Act and the Social Security Act. Specifically, sections 453(j)(7)(E)(ii) and (iv) of the Social Security Act (42 USC §653j) limit disclosure of the data matched between HUD and HHS' National Directory of New Hires (NDNH) database to PHAs, Independent Auditors, the Inspector General (IG) and Attorney General, private owners, management agents, and contract administrators of Multifamily Housing programs.

Penalties for Willful Disclosure or Inspection of EIV Data

- **Unauthorized Disclosure** – felony conviction and fine up to $5,000 or imprisonment up to five (5) years, as well as civil damages.

- **Unauthorized Inspection** – misdemeanor penalty of up to $1,000 and/or one (1) year imprisonment, as well as civil damages.

Penalties for Noncompliance with Mandated EIV System Use

The RHA may be subject to sanctions and/or the assessment of disallowed costs associated with any resulting incorrect subsidy or tenant rent calculation or both. HUD may impose a sanction on:

- The RHA if it does not have access to the EIV system or;
- The RHA has access to the system, however, has not used the system within the last six months.

To avoid sanctions or disallowed costs, the RHA will follow all formal and informal guidance provided to PHAs via webcast trainings, PIH Rental Housing Integrity Improvement Project (RHIIP) periodic electronic mailings, and any other HUD Headquarters'-generated guidance.

Updating of PHA Policies and Procedures

RHA Policy

The RHA is required to implement all new and modified regulatory requirements of the *Refinement of Income and Rent Determination Requirements in Public and Assisted Housing Programs: Implementation of the Enterprise Income Verification System-Amendments.*

Notice to Applicants and Tenants

HUD PIH 2010-19 and updates provides RHA with EIV system information guidance that the RHA may provide to applicants and tenants of PIH rental assistance programs. The RHA is **not** required to distribute this document. However, the RHA will provide applicants and tenants with the ***What You Should Know About EIV*** **Guide** to educate families about EIV and inform them of how it affects their family.

There are two versions of the document: 1) with a signature block; and 2) without a signature block. It is not required for applicants or tenants to acknowledge receipt of the document; however, the RHA may, at their discretion, require the family to acknowledge receipt of the guide. **RHA does not require families to acknowledge receipt of the guide, but will provide the family with a copy of the guide to take with them.**

D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION

Reasonable Effort and Timing

Unless third-party verification is not required as described below, HUD requires the RHA to make at least two unsuccessful attempts to obtain third-party verification before using another form of verification [VG, p. 15].

RHA Policy

The RHA will diligently seek third-party verification using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely fashion.

The RHA may mail, fax, e-mail, or hand deliver third-party written verification requests and will accept third-party responses using any of these methods. The RHA will send a written request for verification to each required source within 5 business days of securing a family's authorization for the release of the information and give the source 10 business days to respond in writing. If a response has not been received by the 11th business day, the RHA will request third-party oral verification.

The RHA will make a minimum of two attempts, one of which may be oral, to obtain third-party verification. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file. Regarding third-party oral verification, RHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

When any source responds verbally to the initial written request for verification the RHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

If a third party agrees to confirm in writing the information provided orally, the RHA will wait no more than 5 business days for the information to be provided. If the information is not provided by the 6th business day, the RHA will use any information provided orally in combination with reviewing family-provided documents.

When Third-Party Information is Late

When third-party verification has been requested and the timeframes for submission have been exceeded, the RHA will use the information from documents on a provisional basis. If the RHA later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, the RHA will conduct an interim reexamination to adjust the figures used for the reexamination, regardless of the RHA's interim reexamination policy.

When Third-Party Verification is Not Required

Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

Certain Assets and Expenses

The RHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value.

The RHA will determine that third-party verification is not available if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification.

RHA Policy

The RHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset is less than $5,000 or an expense is less than $500 annually ***and*** the family has original documents that support the declared amount. The RHA will accept voluntary disclosure when total assets of the household are NOT over $5000.00. Effective July 5th 2016.

Certain Income, Asset and Expense Sources

The RHA will determine that third-party verification is not required when it is known that an income source does not have the ability to provide written or oral third-party verification. For example, the RHA will rely upon review of documents when the RHA determines that a third party's privacy rules prohibit the source from disclosing information.

RHA Policy

The RHA also will determine that third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that provide the necessary information.

If the family cannot provide original documents, the RHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost.

E. REVIEW OF DOCUMENTS

Using Review of Documents as Verification

RHA Policy

If the RHA has determined that third-party verification is not available or not required, the RHA will use documents provided by the family as verification.

The RHA may also review documents when necessary to help clarify information provided by third parties. In such cases the RHA will document in the file how the RHA arrived at a final conclusion about the income or expense to include in its calculations.

F. SELF-CERTIFICATION

RHA Policy

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the RHA.

The RHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to the RHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a RHA representative.

PART II. VERIFYING FAMILY INFORMATION

G. VERIFICATION OF LEGAL IDENTITY

RHA Policy

The RHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers Church issued baptismal certificate Current, valid driver's license or Department of Motor Vehicles identification card U.S. military discharge (DD 214) U.S. passport Employer identification card	Certificate of birth Adoption papers Custody agreement Health and Human Services ID School records Mother's copy of birth

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at the RHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be

provided in a format acceptable to the RHA and be signed in the presence of a RHA representative.

Legal identity will be verified on an as needed basis.

H. SOCIAL SECURITY NUMBERS [24 CFR 5.216]

For every eligible family member, the family must provide documentation of a valid social security number (SSN). r A self-certification stating that no SSN has been issued for a person that is not declaring eligibility of that member is acceptable only for those members of a mixed-family that do not declare eligibility. The self-certification must be executed personally by any family member 18 or older, or by a parent or guardian for a minor.

RHA Policy

The RHA requires review of the original, however, RHA will also accept the following documents as evidence if the SSN is provided on the document:

Other identification letter that includes the SSN issued by a federal, state, or local agency.

If the family reports an SSN but cannot provide acceptable documentation of the number, the RHA will require a self-certification stating that documentation of the SSN cannot be provided at this time. The RHA will require documentation of the SSN within 90 calendar days from the date of the family member's self-certification mentioned above.

Within a 90 day period an applicant family for housing assistance may become a program participant, even if the family lacks the documentation necessary to verify the Social Security Number of a family member under 6 years of age. An extension of one additional 90 day period must be granted if the RHA determines ,in the RHA'S discretion, the applicant's failure to comply was due to unforeseen circumstances outside of the control of the applicant .If an extension is not merited, the RHA will follow provisions of 24 CFR 5.218. If the applicant family does not produce the documentation within the authorized time period, The RHA will impose the appropriate penalties, in accordance with 24 CFR 5.218.

RHA Policy

The RHA will instruct the family to obtain a duplicate card from the local Social Security Administration (SSA) office.

For individuals who are at least 62 years of age and are unable to submit the required documentation of their SSN within the initial 60-day period, the RHA will grant an additional 60 calendar days to provide documentation.

Social Security Numbers must be verified only once during continuously-assisted occupancy.

If any family member obtains an SSN after admission to the program, the new SSN must be disclosed at the next regularly scheduled reexamination. If required by the law enforcement entity for the purpose of conducting criminal background verification, the social security numbers of household members, such as live-in aids, must be verified for the purpose of conducting criminal background checks.

I. DOCUMENTATION OF AGE

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

RHA Policy

If an official record of birth, the RHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and/or to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

J. FAMILY RELATIONSHIPS

Applicants and program participants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

RHA Policy

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

Marriage

RHA Policy

Marriage License given is normally sufficient verification.

Separation or Divorce

RHA Policy

Certification by the head of household is normally sufficient verification.

Absence of Adult Member

RHA Policy

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide a written declaration (including address where they now reside if known) stating that the person is no longer a member of the family.

Foster Children and Foster Adults

RHA Policy

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

K. VERIFICATION OF STUDENT STATUS

RHA Policy

The RHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

The family claims full-time student status for an adult other than the head, spouse, or co-head, or

The family claims a child care deduction to enable a family member to further his or her education.

The family claims an income exclusion because the student is receiving earned income and only the first $480 is included as income.

L. DOCUMENTATION OF DISABILITY

The RHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The RHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The RHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the RHA receives a verification document that provides such information, the RHA will not place this information in the tenant file. Under no circumstances will the RHA request a participant's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' website at www.os.dhhs.gov.

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions [VG, p. 23].

RHA Policy

For family members claiming disability who receive disability benefits from the SSA, the RHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system, when it is available. If documentation from

HUD's EIV System is not available, the RHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), the RHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter they will be required to provide it to the RHA.

Family Members Not Receiving SSA Disability Benefits

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.603.

RHA Policy

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

M. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]

Overview

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. A detailed discussion of eligibility requirements is in the Eligibility chapter. This verifications chapter discusses HUD and RHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy. Verification of non-citizens having temporary status will need to be re-verified prior to the expiration date. [24 CFR 5.508(g)(5)]

U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

The RHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

RHA Policy

Family members who claim U.S. citizenship or national status will be required to provide additional documentation such as a birth certificate.

Eligible Immigrants

Documents Required

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible non-citizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. **RHA**

Verification

For family members age 62 or older who claim to be eligible immigrants, proof of age is required.

For family members under the age of 62 who claim to be eligible immigrants, the RHA must verify immigration status with the United States Citizenship and Immigration Services (USCIS).

The RHA will follow all USCIS protocols for verification of eligible immigration status.

N. VERIFICATION OF PREFERENCE STATUS

Any preferences must be properly verified.

PART III. VERIFYING INCOME AND ASSETS

Chapter 6, Part I of this plan describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides RHA policies that supplement the general verification procedures specified in Part I of this chapter.

O. EARNED INCOME

RHA Policy

When paystubs or employer print-outs are used to verify earnings, two (2) current consecutive paystubs will be required to calculate annual income from earnings. This method will be used regardless of frequency (i.e. weekly, bi-weekly, semi-monthly, monthly). Income will be annualized using these paystubs or employer records. Exceptions to this method will be documented in the tenant file.

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

Interruption of employment due to temporary leave of absence (i.e. maternity leave, short-term disability): upon verification that earnings have stopped, an interim will be conducted to remove the income. The family may be required to complete a Zero/Extremely Low Income Questionnaire/Certification. The family is required to report any other income received in lieu of earnings. The family will be required to report when the income starts again. At that time an interim will be conducted to add the income back into the family budget.

P. BUSINESS AND SELF-EMPLOYMENT INCOME

RHA Policy

Business owners and self-employed persons will be required to provide:

An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

All schedules completed for filing federal and local taxes in the preceding year.

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

The RHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination the RHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, the RHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (6) months. If the family member has been self-employed for three (3) to twelve (12) months the RHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

Q. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

Social Security/SSI Benefits

RHA Policy

To verify the SS/SSI benefits of applicants, the RHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s), the RHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant has received the benefit verification letter they will be required to provide it to the RHA.

To verify the SS/SSI benefits of participants, the RHA will obtain information about social security/SSI benefits through the HUD EIV System. If benefit information is not available in HUD systems, the RHA will request a current SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s) the RHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the participant has received the benefit verification letter they will be required to provide it to the RHA.

R. ALIMONY OR CHILD SUPPORT

RHA Policy

The way the RHA will seek verification for alimony and child support differs depending on whether the family declares that it receives regular payments.

If the family declares that it ***receives regular payments***, verification will be sought in the following order.

If payments are made through a state or local entity, the RHA will request a record of payments for the past 12 months.

Verification of Child Support payments may be obtained electronically from the Child Support enforcement web site. The RHA must have the participants case number and along with entering the case number the last four digits of the participants Social Security number must be entered. This is only for court support payments in North Carolina.

Third-party verification from the person paying the support

Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules

Copy of the latest check and/or payment stubs

Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If the family declares that it ***no payments***, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts

If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts

Note: Families are not required to undertake independent enforcement action.

S. ASSETS AND INCOME FROM ASSETS

Assets Disposed of for Less than Fair Market Value

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. The RHA needs to verify only those certifications that warrant documentation.

RHA Policy

The RHA will verify the value of assets disposed of only if:

The RHA does not already have a reasonable estimation of its value from previously collected information, or

The amount reported by the family in the certification appears obviously in error.

Example 1: An elderly participant reported a $10,000 certificate of deposit at the last annual reexamination and the RHA verified this amount. Now the person reports that she has given this $10,000 to her son. The RHA has a reasonable estimate of the value of the asset; therefore, re-verification of the value of the asset is not necessary.

Example 2: A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately 5,000. Based upon market conditions, this declaration does not seem realistic. Therefore, the RHA will verify the value of this asset.

T. NET INCOME FROM RENTAL PROPERTY

RHA Policy

The family must provide:

A current executed lease for the property that shows the rental amount or certification from the current tenant

A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, the RHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

U. RETIREMENT ACCOUNTS

RHA Policy

When third-party verification is not available the type of original document that will be accepted depends upon the family member's retirement status.

Before retirement, the RHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

Upon retirement, the RHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

After retirement, the RHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

V. INCOME FROM EXCLUDED SOURCES (PIH 2013-4)

Income that is fully excluded means the entire amount qualifies to be excluded from the annual income determination. For fully excluded income, the RHA is **not required** to:

- Verify the income in accordance with the HUD-prescribed verification hierarchy;
- Document in the tenant file why third party verification was not available as required by 24 CFR 960.259(c)(i) and 24 CFR 982.516(a)(2); and
- Report the income in Section 7 of the form HUD-50058.

RHA may accept an applicant or participant's self-certification as verification of fully excluded income. The RHA's application and reexamination documentation, which is signed by all adult family members, may serve as the self-certification of the fully excluded income. RHA has the

option of elevating the verification requirements if necessary, to determine if a source of income qualifies for a full exclusion.

Examples of common fully excluded income categories that are verifiable through applicant or participant self-certification are:

- Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as food stamps.
- Income from a live-in aide.

For a complete list of income exclusions, see 24 CFR 5.609(c).

Income that is partially excluded means that only a certain portion of the income reported by the family qualifies to be excluded, while the remainder must be included when determining the family's annual income. For partially excluded income,

RHA is required to:

- Comply with HUD-prescribed verification requirements and all applicable regulations pertaining to the determination of annual income; and
- Report the income in Section 7 of the form HUD-50058.

Examples of partially excluded income that are subject to regular verification requirements include:

- The Department of Veterans Affairs "Aid and Attendance" benefits – in accordance with 24 CFR 5.609(c)(4), these benefits may be excluded from income if they are used "specifically for, or in reimbursement of, the cost of medical expenses for any family member." Live-in or periodic medical assistance and services of doctors and health care professionals are among the services that may be counted as medical expenses. The RHA must verify the amount provided for aid and attendance medical expenses and the amount actually being used by the veteran for such expenses. Any portion of the benefit not used for such expenses would continue to be counted as income by the RHA when determining the family's annual income.

- Earnings in excess of $480 for full-time students 18 years old or older (24 CFR 5.609(c)(11) – in order to determine the amount of earnings to include in the calculation of the family's annual income, the RHA must verify the amount of employment income for these family members.

RHA Policy

The RHA will not verify nor report fully excluded income. The RHA will verify and report partially included/excluded income.

W. ZERO/EXTREMELY LOW ANNUAL INCOME STATUS

Families claiming to have no or extremely low annual income will be required to execute verification forms and RHA executes an EIV search to determine that certain forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

PART IV. VERIFYING MANDATORY DEDUCTIONS

X. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS

The dependent and elderly/disabled family deductions require only that the RHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deduction

See Chapter 6 for a full discussion of this deduction. The RHA will verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, or co-head of the family and is not a foster child
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student

Elderly/Disabled Family Deduction

See Eligibility chapter for a definition of elderly and disabled families and Chapter 6 for a discussion of the deduction. The RHA will verify that the head, spouse, or co-head is 62 years of age or older or a person with disabilities.

Y. MEDICAL EXPENSE DEDUCTION

Policies related to medical expenses are found in chapter 6. The amount of the deduction will be verified following the standard verification procedures described in Part I.

Amount of Expense

RHA Policy

The RHA will not provide a third-party verification form directly to the medical provider requesting the needed information. This verification will be obtained by the applicant or tenant from the care provider.

Medical expenses will be verified through:

Third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make medical expense payments and/or printouts or receipts from the source will be used. In this case the RHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The RHA will also accept evidence of

monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

In addition, the RHA must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

Eligible Household

The medical expense deduction is permitted only for households in which the head, spouse, or co-head is at least 62, or a person with disabilities. The RHA will verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter and as described in Chapter 7 of this plan.

Qualified Expenses

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses. See Chapter 6 for the RHA's policy on what counts as a medical expense.

Unreimbursed Expenses

To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source.

RHA Policy

The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

Expenses Incurred in Past Years

RHA Policy

When anticipated costs are related to on-going payment of medical bills incurred in past years, the RHA will verify:

The anticipated repayment schedule

The amounts paid in the past, and

Whether the amounts to be repaid have been deducted from the family's annual income in past years

Z. DISABILITY ASSISTANCE EXPENSES

Policies related to disability assistance expenses are found in 6-II.E. The amount of the deduction will be verified following the standard verification procedures described in Part I.

Amount of Expense

Attendant Care

RHA Policy

The RHA will not provide a third-party verification form directly to the care provider requesting the needed information. This verification of expenses will be provided by the applicant or tenant from the care provider.

Expenses for attendant care will be verified through:

Third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make attendant care payments and/or receipts from care source

Auxiliary Apparatus

RHA Policy

Expenses for auxiliary apparatus will be verified through:

Third-party verification of anticipated purchase costs of auxiliary apparatus

If third-party is not possible, billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months

In addition, the RHA must verify that:

- The family member for whom the expense is incurred is a person with disabilities (as described above).
- The expense permits a family member, or members, to work.
- The expense is not reimbursed from another source.
- The expense does not exceed the amount of the earned income of the individual freed for work.

Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. The RHA will verify that the expense is incurred for a person with disabilities.

Family Member(s) Permitted to Work

The RHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

RHA Policy

The RHA will seek third-party verification from a Rehabilitation Agency or knowledgeable medical professional indicating that the person with disabilities requires

attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work (See 6-II.E.).

If third-party and document review verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

RHA Policy

An attendant care provider will be asked to certify that, to the best of the provider's knowledge, the expenses are not paid by or reimbursed to the family from any source.

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

AA. CHILD CARE EXPENSES

Policies related to child care expenses are found in Chapter 6 (6-II.F). The amount of the deduction will be verified following the standard verification procedures described in Part I of this chapter. In addition, the RHA must verify that:

- The child is eligible for care.
- The costs claimed are not reimbursed.
- The costs enable a family member to pursue an eligible activity.
- The costs are for an allowable type of child care.
- The costs are reasonable if seeking employment or furthering education.

Eligible Child

To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. The RHA will verify that the child being cared for (including foster children) is under the age of 13.

Unreimbursed Expense

To be eligible for the child care deduction, the costs must not be reimbursed by another source.

RHA Policy

The child care provider will be asked to certify that, to the best of the provider's knowledge, the child care expenses are not paid by or reimbursed to the family from any source.

The family will be required to certify that the child care expenses are not paid by or reimbursed to the family from any source.

Pursuing an Eligible Activity

The RHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

RHA Policy

Information to be Gathered

The RHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

Whenever possible the RHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the RHA will request verification from the agency of the member's job seeking efforts to date and require the family to submit to the RHA any reports provided to the other agency.

In the event third-party verification is not available, the RHA will provide the family with a form on which the family member must record job search efforts. The RHA will review this information at each subsequent reexamination for which this deduction is claimed.

Furthering Education

The RHA will ask that the academic or vocational educational institution verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered.

Gainful Employment

The RHA will seek verification from the employer of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified.

Allowable Type of Child Care

The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed in Chapter 6.

RHA Policy

The RHA will verify that the type of child care selected by the family is allowable, as described in Chapter 6.

The RHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

The RHA will verify the child care provider is not a family member residing in the household. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

Reasonableness of Expenses

Only reasonable child care costs can be deducted for seeking employment or furthering education.

RHA Policy

The actual costs the family incurs will be compared with the RHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable. RHA will use local welfare agency guidelines.

If the family presents a justification for costs that exceed typical costs in the area, the RHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

Chapter 8

TRANSFER POLICY

INTRODUCTION/GENERAL TRANSFER POLICY

It is the policy of RHA to permit a resident to transfer under certain conditions and to fulfill operational or regulatory requirements.

1. Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.

2. Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.

3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

RHA will always consider a request to transfer as a reasonable accommodation for a person with a disability. Except in emergency situations, Property Management may deny transfers when the **family is not in good standing** with RHA **due to serious or repeated lease violations.** This may include non-payment of rent, housekeeping, history of disturbances, destruction property not current on community service, etc.

It is the policy of the RHA not to grant a unit transfer simply to accommodate neighbors who "cannot get along." Activities of the neighbors that impede the rights of others to the peaceful enjoyment of their unit will be treated as a lease violation and cause for termination of tenancy.

Whenever feasible, transfers will be made within a resident's area.

Security Deposits

1. Families transferring to another unit must have paid the security deposit in full,unless transfer is an administrative transfer.
2. RHA will charge the families for any damages to the previous unit.
3. Security deposits will be transferred to the new account for the unit to be occupied.
4. The family is responsible to pay in full for all damages left in the previous unit.

A. TYPES OF TRANSFERS

The order in which families are transferred shall be subject to the hierarchy by category set forth below.

Emergency Transfers are **mandatory** when RHA determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; provide housing options to residents who are **victims** of domestic violence, dating violence, sexual assault, or stalking. or protect members of the household from attack by the criminal element in a particular property or neighborhood. (See Emergency Transfer Policy for VAWA)

RHA will authorize an emergency transfer for a participant family when the resident's unit has been damaged by fire, flood, or other cause to such degree that the unit is not habitable, provided that the damage was not the result of an intentional act on part of the resident, resident's family, or guests of the resident.

These transfers shall take priority over new admissions.

Category 1 Administrative transfers include **mandatory** transfers to: remove residents who are witnesses to crimes and may face reprisals; provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; or permit a family that requires a unit with accessible features to occupy such a unit.

These transfers shall take priority over new admissions.

Requests for these transfers will be made to the RHA with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by RHA (e.g. moving a person with mobility problems to a unit with accessible features).

Category 2 Administrative transfers correct serious occupancy standards problems.

These transfers may take priority over new admissions.

Category 2 transfers will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members at birth would equal more than two persons per bedroom. **These transfers are mandatory.**

If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

Category 3 Administrative transfers may be made to: avoid concentration of the most economically and socially deprived families, correct occupancy standards, or address situations that interfere with peaceful enjoyment of the premises.

These transfers may but are not required to take priority over new admissions.

They will be processed at the rate of not to impose an administrative or maintenance burden on RHA.

Split-family transfers are not allowed by RHA. The family member may apply for housing when the waiting list is open.

B. TRANSFER WAIT LIST MANAGEMENT

A staff person will be designated as the Transfer List Coordinator. This person will be responsible for maintaining the Transfer Wait List, communicating with Eligibility/Maintenance, initiating the offer process and assuring all of the necessary documentation is completed.

1. In certain circumstances, transfers will be considered first before referral for the waiting list. However, due consideration shall be given to the number of vacant units prior to any transfer.
2. If for any reason the number of vacancies is significant to the extent that the transfers would place the Authority in a position of operational instability, restrictions such as a three to one (3:1) ratio of new move-ins from the waiting list to transfer from within will be imposed to maintain financial stability of the program and operations (97-98% lease-up to be used as a guideline).
3. The nature of transfers will also be considered even under these restrictions, as it is recognized that certain life endangering conditions, as may be cause for transfer cannot be restricted by operational objectives.

C. TRANSFER REQUEST AND APPROVAL PROCEDURE

1. A centralized transfer waiting list will be administered by RHA's occupancy staff; the occupancy staff are responsible for submitting requests for transfer including necessary documentation, to the central transfer administrator.

2. Transfers will be sorted into their appropriate categories by RHA. Admissions will be made in the following order:

- First: Emergency transfers, then
- Category 1 Administrative Transfers,
- Category 2 Administrative Transfers,
- Category 3 Administrative Transfers

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received by RHA.

3. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination.

4. Residents in a Category 2 over/under housed status will be advised in writing that a transfer is recommended and that the family has been placed on the transfer list.

5. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will be approved for a Category 2 transfer on or before the child is two (2) years of age. Transfer will occur when appropriate size unit is available. Spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household.

6. The ratio of transfer to admission shall be determined based on the need and vacancies of the RHA, however as a general rule of thumb, the RHA will try and maintain a 3:1 ratio.

Transfer Processing Request Forms

1. Residents applying for a transfer will submit a **Transfer Request Note** to their Property Manager or designated person stating the reason a transfer is being requested. Forms <u>are not to be submitted for possible future events</u> such as birth of a

child or may get a live-in aide. A Transfer Request Letter will be used to document requests initiated by the RHA.

2. The property manager will evaluate the request and obtain the proper verification to determine if a transfer is justified. (Refer to General Statement.) If the interview/verification process reveals that there is a problem at the family's present site, the manager will address the problem and once solved to the manager's satisfaction, the request for transfer may be approved, otherwise the request will not be approved based on the criteria.

3. All transfer requests must be forwarded to the Transfer List Coordinator on a timely basis with the appropriate documentation attached. This will assure proper placement on the wait list. If documentation cannot be obtained within 30 calendar days of the request, a new request (date and time) must be submitted.

4. The approved transfer request note will be kept in a file arranged by rank order of Transfer List, date and time of the request, and then by bedroom size.

5. If the request is approved, the Transfer List Coordinator will send the family a Transfer List Notification stating that their name has been placed on the transfer list for the reason and/or bedroom size needed.

6. If the request is denied, the Transfer List Coordinator will send the family a Transfer List Notification stating the reason for denial, and offering the family an opportunity for an informal conference if they disagree with the decision.

D. GOOD RECORD REQUIREMENT FOR TRANSFERS

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:

   - have not engaged in criminal activity that threatens the health and safety of residents and staff;
   - do not owe back rent or other charges;
   - have fulfilled the community service requirements;
   - meet reasonable housekeeping standards and have no housekeeping lease violations; and
   - can get utilities turned on in the name of the head of household (applicable only to those select properties with tenant-paid utilities).

2. Due to a possible long time period between the date of the transfer request and actual unit offer, the good record requirement will be reviewed both from the date of the transfer request and again at the time of the unit offer.

3. Exceptions to the good record requirements may be made for emergency transfers or when it is to RHAs advantage to make the transfer. The exception to the good record requirement will be made by the RHA's Executive Director taking into account the recommendation of the Manager.

Absent a determination of exception, the following policy applies to transfers:

- If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.
- A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

E. INCENTIVE TRANSFERS

(Not Applicable)

F. WAIT LIST MAINTENANCE AND OFFER PROCESS

Prior to an offer being made, an inspection of the tenant's current unit will be conducted to assure no lease violations exist, especially damage to the unit or poor housekeeping. The transfer may be denied based upon this inspection if serious violations exists, except in the cases of an emergency transfer, the need for a reasonable accommodation or RHA mandated. Exceptions must be approved by the Executive Director.

The Transfer List Coordinator may request the resident's file for review, prior to making a decision on the requested transfer. (Refer to General Statement.)

ACCEPTING AN OFFER

A. The Transfer List Coordinator will contact the receiving property manager or designated individual regarding the unit available for transfer. The Transfer List Coordinator will contact the resident and schedule an appointment for showing the unit. **The appointment should be scheduled within two (2) working days.**
B. The Resident will be given **24 hours to accept the unit after the appointment.**
C. The time frame between the **"appointment to show the unit" and "lease-up"** should be as short as possible, and keys for the former unit should be returned **within 72 hours of signing the new lease.**
D. Efforts will be made to schedule the transfer over a weekend when possible, or to show the resident the unit when it becomes vacant (will allow more time to prepare for the move).

Example: Wednesday/Thursday – Appointment – Resident accepts the unit.
Friday – Resident signs lease for new unit and is given keys.

Monday – Keys for former unit returned and inspection completed.

1. If over 72 hours, the situation must be discussed with the Executive Director for an extension. If approved, the extension and reason must be documented.
2. If not approved, the appropriate information must be documented and the proper action on the Transfer Wait List will be taken (see Refusing an Offer above).

E. **All personal belongings must be removed from the unit**, the unit must be left in as close to move-in conditions, excepting normal wear and tear, and keys returned at the end the of 72 hour period, otherwise, charges will be assessed.

REFUSING AN OFFER

If a family is on the transfer list and refuses an offered unit, they will be removed from the transfer list unless RHA determines that the refusal was made for good cause. If so, the family will be allowed to remain in their unit and will remain on the transfer list until another unit is offered. All offers will be documented and reason for refusal will be documented. If the family refuses a second offer, their name will be removed from the Transfer Wait List in accordance with Lease.

Good cause may be any of the following reasons:

- The new unit is more than 5 miles from the place of employment of at least one member of the family.(unless previous unit was same)
- The new unit is more than 5 miles from the school or job training program that at least one adult member of the family is attending.(unless previous unit was same)
- Travel to the doctor from the new unit would create a hardship for an elderly or disabled person.(unless previous unit was closer to doctor in jurisdiction of RHA.)

The inconvenience or undesirability of changing schools for any minor child will not be considered good cause.

G. PROCESSING IN AND OUT OF the UNIT

A transfer will require good coordination and communication between the units. The Project Manager must have a definite agreement as to when the unit will "transfer" to the resident

A transfer will not be considered a move-out.

- There will be no lapsed time between move-out and move-in. Effective dates must not overlap nor will both units carry the resident on their books at the same time.
- The resident's records will show a continuous residence in public housing in one unit or the other, but not in both units at the same time.

The transferred resident, between units, does not have to meet the admission eligibility requirements pertaining to income or preference.

Rent Adjustments
RHA will notify the resident of the rent change by use of a new Lease. The rent will be pro-rated as outlined in Section 1 of the Lease Agreement.

Reexamination Date
The date of the transfer does not change the reexamination date.

H. GRIEVANCE RIGHTS

Families disagreeing with the determination may grieve the decision. See Chapter 13, Complaints, Grievances and Appeals.

I. EXTRAORDINARY CIRCUMSTANCES

Does not apply to RHA.

J. COST OF TRANSFERS

Residents shall bear the cost of transfers to correct occupancy standards, resident requested transfers, and voluntary transfers.

RHA will bear the reasonable cost of transfers RHA requests for demolition, disposition, rehabilitation, building system failures, VAWA, or emergency conditions due to no fault of the tenant. RHA will bear the reasonable cost of transfers needed as a reasonable accommodation for residents with disabilities and able-bodied residents that are required to transfer from an accessible unit (PIH 2010-26). The reasonable cost of transfers includes not just the cost of packing, moving, and unloading, but also the cost of connecting and reconnecting any existing resident-paid services such as telephone and cable. [Public Housing Occupancy Guidebook Chapter 11.7; page 150], VAWA 2013- April 1, 2015 Notice.

Chapter 9

LEASING
[24 CFR 966.4]

INTRODUCTION

It is RHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the RHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

A. GENERAL LEASING POLICY

A. General Terms

1. All units must be occupied pursuant to a lease that complies with HUD's regulations.

2. The lease shall be signed by the head, spouse, and adults (18 yrs or older) of the household and by the Executive Director or other authorized representative of RHA, prior to actual admission. [i].

3. If a resident transfers from one RHA unit to another, a new lease will be executed for the dwelling into which the family moves, except in the event of a temporary fire transfer.

4. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

   (a) A new lease agreement will be executed, or

   (b) A Notice of Rent Adjustment will be executed, or

   (c) An appropriate rider will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the Resident(s) and by the Executive Director or other authorized representative of RHA.

5. Residents must advise RHA if they will be absent from the unit for more than 30 days. Residents shall notify the manager, secure the unit and provide a means for RHA to contact the resident in an emergency. Failure to advise RHA of an extended absence is grounds for termination of the lease.

1. Showing Units Prior to Leasing

1. When offering units, RHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the offer of a unit is preliminarily accepted by the applicant, RHA will contact the applicant to set up a date to show the unit.

2. Once the unit is shown and the applicant accepts the unit, RHA will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. The form is then evaluated by RHA for a "good cause" determination.

3. No lease will have an effective date before the unit is ready for occupancy [ii].

2. Occupancy, Additions to the Household and Visitors

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit [iii].

- Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.
- Also included in requested approval would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support [iv].
- All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

2. When a resident requests approval to add a new person to the lease, RHA will conduct pre-admission screening of any proposed new adult member to determine whether the RHA will grant such approval.

Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are still required to comply with the pre-admission screening process.

3. Examples of situations where the addition of a family or household **member is subject to screening** are:

- Resident plans to be married and requests to add the new spouse to the lease;
- Resident desires to add a new family member to the lease, requests a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
- A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household;

4. Residents who fail to notify RHA of additions to the household or who permit persons to join the household without undergoing screening are violating of the lease. Persons added without RHA approval will be considered unauthorized occupants and the entire household will be subject to eviction [v].

5. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on RHA premises that would be a lease violation.

- Visits of less than seven days need not be reported to or approved by the Manager.
- Visits of more than 14 calendar days per calendar year shall be authorized only by the Executive Director with advance documentation of extenuating circumstances.
- Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

6. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease [vi].

7. Residents will not be given permission to allow a former resident of RHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

8. Family members age 18 and over or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease [vii].

- The resident shall report the move-out within 10 calendar days of its occurrence.
- These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list.
- Medical hardship, or other extenuating circumstances shall be considered by RHA in making determinations under this area.

Copies of RHA policies will be given to tenant at lease up appointment. (ex. pet policy, community service, EID information, maintenance charges, office hours and address, etc.)

Form HUD-92006, Supplement to Application for Federally Assisted Housing

Form HUD-92006 must be included as an attachment to the RHA's application.
Prior to execution of the lease, the following must be discussed:

a. Applicants must be provided the opportunity to complete the information on form HUD-92006, Supplement to Application for Federally Assisted Housing. The form gives applicants the option to identify an individual or organization that the RHA may contact and the reason(s) the individual or organization may be contacted. The applicants, if they choose to provide the additional contact information, must sign and date the form.

b. Applicants who are currently on the RHA's waiting list and who have not been provided the opportunity to complete form HUD-92006, Supplement to Application for Federally Assisted Housing, must be provided the opportunity at the time of admission.

c. RHA **cannot** require any individual or family applying for occupancy to provide the contact information as providing contact information is optional on the part of the individual or family. Those applicants who choose not to provide the contact information should check the box indicating that they "choose not to provide the contact information" and sign and date the form.

d. RHA should provide applicants the opportunity at time of admission to update, remove or change contact information provided at the time of application, particularly if a long period of time has elapsed between the time of application and actual admission to the program.

e. If the applicant chooses to have more than one contact person or organization, the applicant must make clear to RHA the reason each person or organization may be contacted. The RHA should accommodate the applicant by allowing the applicant to complete a form HUD-92006 for each contact and indicating the reason the RHA may contact the individual or organization. For example, the applicant may choose to have a relative as a contact for emergency purposes and an advocacy organization for assistance for tenancy purposes.

C. LEASE REQUIREMENTS

The initial term of the lease will be for 12 months. After the initial 12 months, the lease becomes month-to-month with the following exceptions:

RHA will not renew the lease if the family has violated the community service requirement (24 CFR 966.4).

Because the community service requirements and other provisions that change in the regulations, the lease does not automatically renew for term of 12 months, and it will then be a month to month lease.

The lease further provides for termination and eviction at the end of any 12-month lease term for non-compliance with the community service requirements at 24 CFR Part 960, Subpart F and Chapter 15 of this Admissions and Continued Occupancy Policy.

Failure to comply with RHA or HUD requirements for continued occupancy.

D. EXECUTION OF LEASE

The lease shall be executed by the head of household, spouse/co-head, and by an authorized representative of RHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and RHA will retain one in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current RHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

- A lease is executed at the time of admission for all new tenants.
- A new lease is executed at the time of the transfer of a tenant from one RHA unit to another (with no change in reexamination date).
- If, for any reason, a signer of the lease ceases to be a member of the household, the HOH will initial and date the lease marking out that person. A new lease may be executed with the remaining members, so long as they meet the program requirements if the HOH is person no longer a member of the household.
- Lease signers must be persons legally eligible to execute contracts.
- The names of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.
- Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by RHA, which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice.
- Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to RHA assistance, with the exception of occupancy while serving as the attendant for the disabled or qualified family member.

RHA may modify its form of lease from time to time, giving tenants an opportunity to comment

on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

E. ADDITIONS TO THE LEASE

Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit [viii]. This includes situations in which a tenant is granted custody of a child or children not previously listed on the application or lease and situations in which a person (often a relative) came to the unit as a visitor but stayed because the tenant needed support, for example, after a medical procedure.

All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.

When a resident requests approval to add a new person to the lease, RHA will conduct pre-admission screening of any proposed new adult member to determine whether the RHA will grant such approval. **New household members must be approved by RHA, prior to the actual move-in by the proposed new member.**

Also included in requested approval would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure [ix].

Following receipt of a family's request for approval, RHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by RHA will be added to the household.

Children under the age at which juvenile justice records are available, or added through a formal custody award are still required to be added through a pre-admission screening process and the tenant still needs prior permission from RHA to add children other than those born to or adopted by family members. The exemption age specified in this paragraph is subject to change should the state modify its laws concerning the availability of police or court records for juvenile offenders.

Requests for the addition of a new member of the household must be approved by RHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, RHA will conduct a pre-admission

screening, including the Criminal History Report, of the proposed new member. Only new members approved by RHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:

   - Resident plans to marry and requests to add the new spouse to the lease;
   - Resident is awarded custody of a child over the age for which juvenile justice records are available;
   - Resident desires to add a new family member to the lease, want authorization for a live-in aide, or take in a foster child(ren).
   - A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.

2. Factors determining household additions which are not subject to screening:

   - Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.

3. Residents who fail to notify RHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by RHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(3)].

4. Family members 18 or older who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify RHA of the move-out within 10 days of its occurrence.

   These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.

RHA in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.

Other compliance

1. Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are still required to comply

with the pre-admission screening process.

2. Residents who fail to notify RHA of additions to the household or who permit persons to join the household without undergoing screening are violating of the lease. Persons added without RHA approval will be considered unauthorized occupants and the entire household will be subject to eviction [x] [24 CFR 966.4(f)(3)].

3. Visitors may be permitted in a unit so long as the visitors have no previous history of behavior that would be a lease violation. Visits are not to exceed 14 consecutive days, unless approved by RHA, with advance documentation of extenuating circumstances. RHA will consider visitors staying beyond this period to be unauthorized occupants and the entire family will be subject to eviction.

4. In accordance with the lease, roomers and lodgers will neither be permitted to occupy a unit, nor to move in with any tenant family. Violation of this provision is grounds for termination of the lease. (24 CFR §966.4(f)(2))

5. Tenants will not be given permission to allow a former tenant of RHA who has been evicted, or asked to leave, or owes RHA money, and persons who have been placed on the RHA "No Trespass" list to occupy or visit the unit for any period of time. Violation of this provision is grounds for termination of the lease.

6. Adult family members or emancipated minors who move from the unit to establish new households will be removed from the lease and the tenant is required to provide documentation. (24 CFR §§960.257(b), 966.4(a)) The tenant has the responsibility to report the move-out within 10 calendar days of its occurrence to the development's management office.

7. These individuals may not be readmitted to the unit and must apply as new applicants for placement on the waiting lists (subject to applicable income limits, preferences, tenant selection, and screening requirements). Medical hardship, disability, or other extenuating circumstances will be considered by RHA in making determinations under this paragraph.

8. RHA in making determinations under this paragraph will consider:
   a. Occupancy Standards to prevent overcrowding of a unit
   b. Medical hardship or other extenuating circumstances
   c. Reasonable Accommodation

Visitors and Absence from the unit

1. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on RHA premises that would be a lease violation. Refer to **Chapter 11** for details. Visitors remaining beyond the periods in this policy shall be considered unauthorized occupants and the head of the household shall be in violation of the lease.

2. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease [xi].

3. Residents will not be given permission to allow a former resident of RHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

4. Medical hardship, or other extenuating circumstances shall be considered by RHA in making determinations under this area. Temporary caretaker request must be provided by the resident and verified by a medical provider. The status must be updated every thirty (30) days. The RHA will review the request and verified reasons for the caretaker during an extended medical hardship. Approval of the caretaker to occupy the unit for a period beyond 2 weeks will require prior approval by the Executive Director. Caretakers are not live-in aides and therefore no additional bedroom is required. Caretakers must meet the approval of the RHA.

5. Residents must advise RHA if they will be absent from the unit for more than 30 days. Residents shall notify the manager, secure the unit and provide a means for RHA to contact the resident in an emergency. Failure to advise RHA of an extended absence is grounds for termination of the lease.

6. Visitors permitted by residents must be reported to the RHA. Visits not exceeding 14 days may be authorized by the RHA.

7. Written approval at the discretion of the manager, based on the circumstances, must be obtained for guest visits of more than 14 days. Visitors remaining beyond this period will be considered trespassers and the family head shall be guilty of breaching the lease.

8. Residents are responsible for the actions and conduct of their guests in accordance with the lease.

Absence from the Unit

RHA Policy

Absence means that no family member is residing in the unit. The family is required to report to the RHA if any member will be absent for more than 30 days. Any family member absent for more than 60 days will be considered permanently absent, unless approved by the RHA.

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

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

Absence due to hospitalization or sickness of a family member will be verified and if it is determined that the family member will return home within 60 days, the family will not be considered permanently absent, provided the rent and utilities payable by the family continued to be paid. However if there is no chance of the family member returning to the home within 60 days, they will be considered permanently absent and assistance will be terminated.

Absences longer than 30 days must be approved by the RHA in writing.

Absences longer than 60 days due to drug treatment or imprisonment will be permanently absent unless approved by the RHA.

The RHA will make a determination as to whether imprisonment was due to drug-related or violent criminal activity and will be handled on a case by case basis. A determination will be made after a review by the RHA.

If both parents are absent from the unit and a caretaker has been placed in the home by the courts or an approved placement agency such as Social Services, the caretaker will be considered a visitor for the first 30 days. The lease will be transferred to the caretaker if the court has awarded custody or legal guardianship to the caretaker by the end of the 30-day period. The caretaker will be allowed to remain in the unit as a visitor until a determination of custody is made by the court. The income of the caretaker will not be counted pending the final disposition of the custody award.

If a resident includes a child or children that are temporarily absent due to placement in foster care, the RHA will determine from the appropriate agency when the children will be returned home. If the period is more than 180 days the children will be permanently removed from the lease and rent re-determined.

An adult child enlisted in military service that leaves the household will considered permanently absent.

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

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

Any verification to residency by the RHA or resident will be documented in the file.

F. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES

[24 CFR 8.27(a)(1)(2) and (b)]

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible. (See Chapter 4 Section M Offer of Accessible Unit.)

G. UTILITY SERVICES and RESIDENT OWNED APPLIANCES

The lease will designate the appliances provided by RHA (i.e.: stove and refrigerator). The tenant is responsible for proper hook-up, safety and maintenance of any appliances they may provide (i.e.: dryers, air conditioners).

H. SECURITY DEPOSITS

Security Deposit

New tenants must pay a security deposit to RHA at the time of admission.

The amount of the security and/or pet deposit required is specified in the lease.

RHA may permit installment payments of security deposits when a new tenant demonstrates a financial hardship to the satisfaction of the RHA. However all security shall be paid in full by the eight month. In case the family transfers to another unit within RHA, the security deposit transfers to the second unit.

RHA will hold the security deposit for the period the tenant occupies the unit.

RHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:

- Unpaid Rent;
- Damages listed on the Move-Out Inspection Report that exceeds normal wear and tear;
- Other charges under the Lease.

RHA will refund the Security Deposit less any amounts owed, within the time limit specified in the security policies after move out and tenant's notification of new address.

RHA will provide the tenant or designee identified above with a written list of any charges against the security. If the tenant disagrees with the amount charged to the security deposit, RHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to RHA. All keys to the unit must be returned to the Management upon vacating the unit.

RHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit, the PHA will transfer the security deposit to the new unit. The tenant will be further billed for any maintenance or other charges.

Pet Deposit
(See chapter on Pet policy.)

I. RENT PAYMENTS

The tenant rent is due and payable at the RHA-designated location on the 1st of every month. All rents should be paid at the central office. Reasonable accommodations for this requirement will be made for persons with disabilities. No cash payments will be accepted.

If RHA does not receive payment by the close of the 5th business day of the month the resident will be assessed late fees.

If the resident is experiencing a hardship in the payment of the rent, the resident must provide written notification before the 5th business day of the month and the notification must include an explanation of the circumstances that will delay the tenant's payment, and indicate the date on which full payment will be made.

Tenant must pay "retroactive rent." Retroactive rent is rent owed by Tenant, for example, when Tenant fails to provide adequate documentation, fails to report changes in income or family composition within RHA's time limit, or misrepresents income or family circumstances to RHA. Tenant must pay all retroactive rent in the same month it is posted to Tenant's rent account, unless an exception stated in the ACOP applies or RHA agrees to a payment plan. Tenant's failure to pay retroactive rent on time is considered to be "non-payment of rent" and RHA then has the right to terminate this Lease and obtain possession of the premises using all available legal remedies.

J. FEES AND NONPAYMENT PENALTIES

If the tenant fails to make payment by the close of the 5th business day of the month the notice of rent contains provisions that the rent is due and is considered the notice to vacate for failure to pay rent, demanding payment in full or the surrender of the premises.

If the tenant fails to make payment by the close of the 5th business day of the month, a late fee of 5% of the TTP not to exceed $15 will be charged.

RHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account. No payment by check will be accepted in the future after one NSF or other cashing problems occurs with a resident.

If RHA has not agreed to accept payment at a later date, the payment notice is considered a Notice to Vacate for failure to pay rent.

K. SCHEDULES OF SPECIAL CHARGES

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and tenants upon request.

L. MODIFICATIONS TO THE LEASE

Schedules of special charges and rules and regulations are subject to modification or revision. Tenants will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, and:

Posted in at least two conspicuous places within each structure or building in which tenants affected by the modifications or revisions are located.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

M. CANCELLATION OF THE LEASE

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement, HUD regulations, state law, and as stated in this policy.

N. INSPECTIONS OF PUBLIC HOUSING UNITS

Initial Inspections

RHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by RHA staff and the tenant, will be kept in the tenant file.

Vacate Inspections

Housing staff will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. RHA will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit.

The move-out inspection also assists RHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

Annual Inspections

RHA will inspect all units annually using HUD's Uniform Physical Conditions Standards (UPCS).

Residents who "fail" the inspection due to housekeeping or tenant-caused damages will be given 5 calendar days to correct noted items. Another inspection will be conducted.
Residents will be issued a copy of the inspection report with required corrections.

If necessary to bring the unit into UPCS compliance, needed repairs will be completed by RHA.

All inspections will include a check of all smoke alarms to ensure proper working order.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by RHA.

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[i] 24 CFR § 966.4 (p)
[ii] 24 CFR§ 966.4 (i)
[iii] 24 CFR §§ 960.205 (b) and 966.4(a)(1)(v)
[iv] 24 CFR § 966.4 (f)(3) & (c)(2)
[v] 24 CFR § 966.4 (f)(3)
[vi] 24 CFR § 966.4 (f)(2)
[vii] 24 CFR § 966.4 (f)(3)
[viii] 24 CFR §§ 960.205 (b) and 966.4(a)(1)(v)
[ix] 24 CFR § 966.4 (f)(3) & (c)(2)
[x] 24 CFR § 966.4 (f)(3)
[xi] 24 CFR § 966.4 (f)(2)

Required corrections will be repaired by RHA within 30 days of the inspection date.

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit will be considered in violation of their lease.

Quality Control Inspections (Not Applicable to RHA)
The housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which RHA can be of service to the family.

Special Inspections
Housing management staff may conduct a special inspection for emergency conditions, housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review RHA operations periodically and as a part of their monitoring may inspect a sampling of the RHA's inventory.

If a special inspection is conducted, the RHA will leave notice that they were in the unit and the reason for the special inspection.

Other Inspections
The RHA inspector will periodically conduct windshield and/or walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations. During routine, preventive, or requested maintenance, notations and violations will be noted for other corrective actions.

Emergency Inspections
Housing management staff may initiate an emergency inspection if they believe that an emergency exists in the unit or on a Public Housing site. (See Entry of Premises Notice in this chapter.) The emergency will be abated within 24 hours from the time the work order is issued. If an emergency or after hours work order is called into the RHA, the head of household or an adult member must be present at the service time.

Emergency Repairs to be Completed in Less than 24 Hours
Emergency repairs means the condition will be abated within 24 hours from the time of notification of the repair.

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

1. Fires – Call the Fire Department at 911 before contacting Maintenance.

2. Heating problems in winter based on the current temperature.

3. Electrical failures or exposed wire connections (affecting more than just a lighting or outlet circuit)

4. Plumbing stoppages affecting ALL toilets.

5. Breaks in main water lines and major water leaks.

6. Lock-outs – Subject to the resident paying the cost for responding.
   NOTE: REQUESTS FOR DUPLICATE KEYS AFTER WORKING HOURS MUST BE APPROVED AND ISSUED BY THE ON CALL PERSONNEL.

7. Smoke Alarms

Residents who disengage smoke detectors for convenience purposes will be cited. (See "Housekeeping Citations" below)

Entry of Premises Notices

RHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

RHA will provide the family with 48-hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

Reasons RHA will enter the unit are:

- Inspections and maintenance
- To make improvements and repairs
- To show the premises for leasing
- In cases of emergency

The family must call the RHA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

RHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason that has hindered the inspection. RHA may request verification.

Repairs requested by the family will not require prior notice to the family. Residents are notified

in the lease that resident-requested repairs presume permission for the RHA to enter.

Non-Inspection Emergency Entry
RHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

Family Responsibility to Allow Inspection
RHA must be allowed to inspect the unit at reasonable times with reasonable notice. Forty-eight hour written notice will be considered reasonable in all cases, except emergencies.

RHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason that has hindered the inspection. RHA may request verification.

If the resident refuses to allow the inspection, the resident will be in violation of the lease and RHA will notify the family of its intended action.

Housekeeping Citations
Residents who "fail" an inspection due to housekeeping will be issued a Housekeeping Notice, and a re-inspection will be conducted within 5 calendar days by housing management staff.

If the family fails to comply with the re-inspection, it can result in lease termination. If the family fails an inspection due to housekeeping, the family will be placed on monthly inspections and given the opportunity to correct. If the family fails the inspection, the family will be summoned for a lease violation, and the lease shall be terminated.

Violation notices will be issued to residents who purposely disengage the unit's smoke detector. Tenants will be assessed and issued a charge in accordance with the maintenance charge schedule. Repeated offenses will result in a lease termination.

Disengagement of the smoke alarm is considered a lease violation and families will be issued a charge in accordance with the charge policy.

Repeated notices will be considered a violation of the lease.

Tenant Damages
Serious or repeated failed inspections or damages to the unit beyond normal wear and tear may constitute a lease violations.

"Beyond normal wear and tear" is defined as items which could be charged against the tenant's security deposit under state law or court practice.

Chapter 10

PET POLICY

[24 CFR 5.309]

INTRODUCTION

PHAs have discretion in the development of policies pertaining to the keeping of pets in public housing units. This Chapter explains RHA's policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of RHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and to preserve the financial interest of RHA.

The purpose of this policy is to establish RHA's policy and procedures for ownership of pets in elderly and disabled units as well as in family units, and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. RHA also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are considered a disability service or companion animal.

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), RHA hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in RHA owned properties.

A common household pet, for the purposes of RHA's conventional housing program: A domesticated animal, such as a dog, cat, bird, or fish that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pet does not include reptiles. This definition shall not include animals that are used to assist persons with disabilities.

Residents may own and keep fish or birds in accordance with the dwelling lease.

Residents may own only one four legged animal, either one dog or one cat. There restrictions on the numbers and containments of birds or fish are listed in the policy.

A. EXCLUSION FROM the PET POLICY FOR ANIMALS THAT ASSIST PERSONS WITH DISABILITIES (FHEO 2013-01)

FHEO Notice 2013-01 explains certain obligations of housing providers under the Fair Housing Act (Act), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the Americans with Disabilities Act (ADA) with respect to animals that provide assistance to individuals with disabilities. The Department of Justice's (DOJ) amendments to its regulations' for Titles H and III of the ADA limit the definition of "service animal" under the ADA to include only dogs (and small horses), and further define "service animal" to exclude emotional support animals.

This definition, however, does not limit RHA's obligation to make reasonable accommodations for assistance animals under the Act or Section 504. Persons with disabilities may request a reasonable accommodation for any assistance animal, including an emotional support animal, under botb the Act and Section 504. In situations where the ADA and the Act/Section 504 apply simultaneously *(e.g.,* a public housing agency, sales or leasing offices, or housing associated with a university or other place of education), housing providers must meet their obligations under both the reasonable accommodation standard of the Act/Section 504 and the service animal provisions of the ADA

RHA's Pet Policy shall neither apply to animals that are used to assist persons with disabilities and their assistance animals, who visit RHA's developments and dwelling units. Pet policies do not apply to either service animals or companion animals. 24 CFR 5; 24 CFR 960.705. Residents with an animal that assists persons with disabilities must still comply with all other conditions of the lease, including but not limited to; maintaining property, fulfilling housekeeping and not disturbing other residents peaceful enjoyment of the property.

RHA must grant this exclusion if the following is provided:

- The resident or prospective resident verifies that they are persons with disabilities by completing RHA's reasonable accommodation process.
- The animal has been trained to assist persons with the specific disability (example, guide dog); and
- The animal actually assists the person with a disability.

Note: Written certification of training for the animal is not required, nor should it be requested.

Certain entities will be subject to both the service animal requirements of the ADA and the reasonable accommodation provisions of the Act and/or Section 504. These entities include, but are not limited to, public housing agencies and some places *of* public accommodation, such as rental offices, shelters, residential homes, some types of multifamily housing, assisted living facilities, and housing at places of education. RHA

will must ensure compliance with all relevant civil rights laws. As noted above, compliance with the Act and Section 504 does not ensure compliance with the ADA. Similarly, compliance with the ADA's regulations does not ensure compliance with the Act or Section 504. The preambles to DOJ's 2010 Title II and Title Ill ADA regulations state that public entities or public accommodations that operate housing facilities "may not use the ADA definition [of "service animal"] as a justification for reducing their Act obligations. RHA will apply this standard.

Companion Service Animal

Distinction is hereby given to "companion animals" and "service animals." If the animal does not have specific disability related training but is necessary in coping with the disability (for instance, if the animal provides emotional support to a person with a panic disorder), the animal is a "companion animal" not a "service animal."

A "service animal" means any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are equivalent to other "auxiliary aids" such as wheelchairs and eyeglasses, and as such must be permitted. 24 CFR 5.303; 28 CFR 36.104.

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation; specifically, to be allowed to keep the animal by completing RHA's reasonable accommodation process.

RHA will require verification that the applicant is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability.

Upon receipt of verifications, RHA will approve the animal.

Residents requiring more than one animal as either a "companion animal" or "service animal" must request the animal by completing RHA's reasonable accommodation process.

B. MANDATORY RULES FOR RESIDENTS WITH PETS

In accordance with 24 CFR 960.707, RHA hereby sets forth the following rules for pet ownership in its conventional housing units:

Registration

1. The Resident must request and receive written formal approval from the RHA prior to bringing the common household pet, (hereinafter referred to as "pet") on the premises. The pet request shall be made on the standard form "Pet Occupancy

Request/Registration Form" (RHA PM Form, Exhibit "5").

2. Registration of the pet shall include a photograph that is retained on file with RHA PM Form #78. The photograph will be utilized to confirm identity of the pet in case of emergency and to ensure that the same pet registered is the pet occupying the resident's dwelling unit.

3. Residents registering pets that are not fully-grown at the execution of the initial Pet Addendum will be required to report back to the development office at the first year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.

4. At the time of registration, Resident must provide information sufficient to identify the pet and to demonstrate that it is a common household pet. See RHA PM Form #78.

5. The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet must be provided at the time of registration.

6. A Pet Policy Addendum must be completed and signed prior to the pet being allowed in the unit.

7. Pet Deposits or Pet Fees must be current in accordance with the pet provisions.

8. There is a limit on the number of pets and the resident is in compliance with all provisions.

9. No visiting pets are allowed on RHA property.

Dogs

1. If the pet is a dog, it shall not weigh more than 25 pounds (fully grown) and stand no more than 20 inches in height from the front shoulder of the animal.

2. Must adhere to the breed restrictions in this policy

3. Must be spayed or neutered, must be housebroken, must have all inoculations and must be licensed as specified now or in the future by State law or local ordinance

.

4. Doghouses located outside any dwelling unit are prohibited.

Cats

1. The weight of a cat cannot exceed fifteen (15) pounds (fully-grown).

2. The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed twice per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.

3. Must be spayed or neutered, must be housebroken, must have all inoculations and must be licensed as specified now or in the future by State law or local ordinance.

Dog/Cat—Spaying and Neutering

If the pet is a dog or cat, it must be spayed/neutered by six months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on RHA PM Form 78, (Exhibit #5).

Birds

1. Maximum number: 2

2. Must be enclosed in a cage at all times.

Fish

If the pet is fish, the aquarium must be twenty gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner. Residents shall be responsible for any damage caused by leakage or spillage from the aquarium or fish bowl. The aquariums must be on a provable stand that is stable and cannot be easily pushed over.

Rodents (Guinea pig, hamster, or gerbil ONLY; mice and rats are not allowed.)

1. Maximum number 2

2. Must be enclosed in an acceptable cage at all times Must have any or all inoculations as specified now or in the future by State law or local ordinance.

Turtles (Not Allowed)

Inoculations/Vaccinations

If the pet is a cat, dog, or other four-legged animal, it must have received rabies and distemper inoculations or boosters, as applicable. The resident shall provide the RHA with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian's statement/bill or on RHA PM Form #78 (Exhibit 5).

Licensing

1. Licensing of all dogs shall be required in accordance with applicable State and local law on an annual basis. The dog must always wear a license with owner's name, address and telephone number.

2. In the event that applicable State or local law changes with reference to licensing of any and all pets, RHA will require its residents to comply upon appropriate notice.

Sanitary Conditions

The pet rules shall prescribe sanitary standards to govern the disposal of pet waste. These rules are as follows:

- Resident shall be responsible for immediately disposing of all animal waste excreted inside the development building or on the development grounds.

- Pet waste may be disposed in designated areas for the development (pet waste stations, trash can, or dumpsters).

- Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster or properly disposed .

- Poorly disposed waste will not be tolerated and will be subject to a $25.00 charge per incident.

- Each time a pet owner fails to remove pet waste in accordance with this rule, a $25.00 charge will be levied to the resident's account.

- Conditions outlined in Cats #2, above, pertaining to cat waste shall also prevail.

General Provisions

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.

2. Costs incurred by RHA for **extermination of fleas, ticks, and other animal related pests**, will be charged a fee. Residents are encouraged to use flea controls to get rid of fleas and other animal-related pests on an "as needed" basis.

3. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The RHA will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.

4. Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.

5. Pets may not be bred or used for any commercial purposes on RHA property.

C. CONTROL OF ANIMAL

1. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a chain leash **no longer than five (5') feet** and kept off lawns designated to other residents. Retractable leashes are prohibited. Animals cannot be tied on RHA property- for example- tied to clothes pole, fixture or tree.

2. All authorized pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. RHA staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended, on RHA property. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident.

3. The resident pet owner shall have canine pets restrained so that maintenance can be performed in the dwelling unit. The resident **shall** whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of $25.00. If the situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and reported to the local Humane Society or Dog Warden for removal. It shall be the responsibility of the resident pet owner to reclaim the pet at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

D. UNATTENDED PETS

Pet(s) may not be left unattended for more than ten (10) consecutive hours. If it is reported to RHA staff that a pet has been left unattended for more than a ten- (10) hour period, RHA staff may enter the unit and remove the pet and transfer the pet to the humane society or dog warden. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident.

E. PROHIBITED PETS

1. RHA will forbid the following kinds of animals from being kept as pets on any of its properties: Pit bull, Rottweiler, German Shepherd, Chow, Doberman Pinscher or any species considered vicious, intimidating, or kept for the purpose of training for fighting or wagering of bets (i.e. roosters for "cockfighting", etc.). RHA forbids the keeping of animals that have had their vocal cords cut, by a process commonly known as "debarking."

2. Exotic pets or barnyard animals are prohibited. (Snakes and reptiles are considered exotic pets.) (exception is a small horse that is a reasonable accommodation service animal)

3. Animals who would be allowed to produce offspring for sale.

4. Wild animals, feral animals, and any other animals that are not amenable to routine

human handling.

5. Animals of species commonly used on farms.

6. Non-human primates.

7. Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.

8. Pot-bellied pigs, or goats.

9. Snakes, lizards, spiders, chickens.

10. The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:

    - Any animals whose weight could exceed the policy maximum weight and size by adulthood.
    - Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations.
    - Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.
    - Chicks or other animals that pose a significant risk of salmonella infection to those who handle them.
    - Pigeons, doves, mynah birds, psittacosis birds, and birds of other species that are hosts to the organisms causing psittacosis in humans.

Tenants must adhere to the restrictions on numbers and types of pets.

F. PET POLICY VIOLATION PROCEDURES

RHA reserves the right to require residents to remove any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. RHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

Notice of Pet Policy Violation

If RHA determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the owning or keeping of pets:

- RHA may serve a written notice of Pet Policy violation on the pet owner in accordance with the dwelling lease. The notice of pet rule violation must:

    1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;

    2. State that the pet owner has five (5) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation;

    3. State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

    4. State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

Pet Policy Violation Private Conference

If the pet owner makes a timely request for a private conference to discuss an alleged Pet Policy violation, RHA shall establish a mutually agreeable time and place for the private conference but no later than three (3) days from the effective date of service of the notice of Pet Policy violation.

At the pet rule violation private conference, the pet owner and RHA representative shall discuss any alleged Pet Policy violation and attempt to correct it. RHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

Notice for Pet Removal

If the pet owner and RHA are unable to resolve the Pet Policy violation at the pet rule violation private conference, or if a representative of RHA staff determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided herein, the RHA may serve a written notice on the pet owner in accordance with Section of the Dwelling Lease or at the private conference, if appropriate, requiring the pet owner to remove the pet. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Pet Policy or rules that have been violated;

2. State that the pet owner must remove the pet within five (5) days of the effective date of service of the notice of pet removal (or the private conference, if notice is served at the private conference); and

3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

Initiation of Procedures to Remove a Pet or Terminate the Pet Owner's Tenancy

RHA may not initiate procedures to terminate a pet owner's tenancy based on a Pet Policy violation, unless:

1. The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period specified in this section (including any additional time permitted by the owner); and

2. The Pet Policy violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.

RHA may initiate procedures to remove a pet under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

G. SCHEDULE OF PET FEES AND INITIAL DEPOSIT

FEE AND DEPOSIT SCHEDULE

(A Pet Fee is required for each pet at the time of registration)

Type of Pet	Fee
Dog	$200
Cat	$200
Fish Aquarium	$0
Fish Bowl (Requires no power and no larger than two gallons)	$0
Caged Pets	$0

Note: The above schedule is applicable for each pet; therefore, if a resident pet owner has more than one pet, he or she must pay the applicable fee for each pet.

ALL PET AGREEMENTS SIGNED WITH RESIDENTS OF RHA PRIOR TO THE ADOPTION OF THIS POLICY ARE NOT SUBJECT TO PAYING ADDITIONAL FEE REQUIREMENTS. RESIDENTS SIGNING PET POLICY ADDENDUM'S FOLLOWING THE ADOPTION OF THIS POLICY WILL BE SUBJECT TO PAYING FEES FOR ANY NEW OR ADDITIONAL PETS.

The entire fee (subject to the exception listed below) must be paid prior to the execution of the

Pet Policy Addendum or in accordance with this policy. No pet shall be allowed in the unit prior to the completion of the terms of this Pet Policy.

The Pet fee shall be paid at the time of approval of the pet and all proof of inoculations and other requirements shall be made available to the RHA at such time. The Pet Fee is not reimbursable nor will it be prorated in the event of move-out before the annual reexamination date. THERE SHALL BE NO REFUND OF THE PET FEE.

Pet Fees

RHA will allow not allow a lump sum payment of the fee prior to the approval of the pet:

- RHA reserves the right to change or increase the required fee by amendment to these rules.

All reasonable expenses incurred by RHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit;
- Fumigation of the dwelling unit;
- Common areas of the project.

Any damage to the apartment, building, grounds, flooring, walls, trim, finishes, tiles, carpeting, or stains thereon, will be the full responsibility of the resident and the resident agrees to pay any costs involved in restoring the apartment to its original condition.

If RHA finds a residual odor problem left in the apartment, the resident agrees to pay for the cost of any and all materials or chemicals needed to repair to remove the odor. If odor removal fails, the resident agrees to pay for replacement of carpeting, padding, wallboard, baseboard, etc., as is deemed necessary. The resident also agrees to abide by management's decision as to what is necessary.

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a serious violation of the lease and this Addendum and the Housing Authority will issue a termination notice. The resident will be entitled to a grievance hearing in accordance with the provisions of the dwelling lease.

It is understood and agreed that RHA is not responsible for any damages caused by the pet including but not limited to: bites and scratches to residents, neighbors, visitors, staff, RHA contractors, and others who are lawfully on the RHA's premises or other pets or service animals.

H. FORMS

1PET POLICY ADDENDUM

RHA

This Addendum is being executed in Accordance with the terms of the Dwelling Lease.

Section I. Pet Ownership

A resident may own one or more common household pets or have one or more common household pets present in the dwelling unit of such resident, subject to the following conditions:

1. Each head of household may own up to the limit of pets under the RHA policy. RHA shall only allow one 4 legged pet per household.

2. If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months. The evidence can be provided by a statement/bill from a veterinarian. Evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed or declawed. Resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Also, the weight of a cat cannot exceed ten (10) pounds (fully grown) and a dog may not exceed the limit of the policy in weight (fully-grown).

3. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.

4. If the pet is a fish, the aquarium must be twenty (20) gallons or less, and the container must be placed in a safe location in the unit. The Resident is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.

5. If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian and must be provided before the execution of the Pet Policy Addendum.

6. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other Resident's lawns. Also, all pets must wear collars with identification and license at all times. Pets without a collar will be picked-up immediately by the Humane Society, county dog warden, or other appropriate agency.

7. All pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult leaseholder. Pets, which are unleashed, or leashed and unattended, on housing authority property, may be impounded and reported to the local Humane Society, dog warden or other appropriate agency for pick-up. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident.

8. Pet(s) may not be left unattended for more than ten (10) consecutive hours. If it is reported to RHA staff that a pet(s) has been left unattended for more than an eight (10) consecutive hour period, RHA staff may enter the unit with the humane society, dog warden or other appropriate agency to pick-up the animal. Any expense to remove and reclaim the pet from any facility will be the responsibility of the Resident. In the case of an emergency, RHA will work with the resident to allow no more than 24 hours for the resident to make accommodations for the pet.

9. Pet(s), as applicable, must be weighed by a veterinarian or staff of the Humane Society. A statement containing the weight of the pet must be provided to RHA prior to the execution of this agreement and upon request by the RHA at any time following the inception of the Pet Policy Addendum.

10. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the tenant to avoid any unpleasant and unsanitary odor from being in the unit in accordance with the provisions of RHA's Pet Policy.

11. Prohibited Animals: Animals or breeds of animals that are considered by RHA to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, Rottweiler, Doberman Pinscher, Pit Bulldog, German Shepherd, Chow, and/or any animal that displays vicious behavior. This determination will be made by a RHA representative prior to the execution of this lease addendum.

12. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The RHA will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.

13. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the RHA will notify the tenant, in writing, that the animal must be removed from the development, within five (5) days of the date of the notice from RHA. The Resident may request a hearing, which will be handled according to RHA's established grievance procedure. The pet may remain with the resident during the hearing process unless RHA has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by RHA, the pet must be immediately removed from the unit upon receipt of the notice from RHA.

14. The Resident is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the public housing development. If the pet is taken outside, it must be on a leash at all times. If there is any visible waste by the pet, it must be disposed of in a plastic bag, securely tied and placed in the garbage receptacle for their unit. If the Housing Authority staff is required to clean any waste left by a pet, the Resident will be charged $25 for the removal of the waste.

15. The Resident shall have pets restrained so that maintenance can be performed in the apartment. The Resident shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the Resident shall be charged a fee of $25.00. If this same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers and taken to the local Humane Society or dog warden. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections, or other activities of the landlord.

16. Pets may not be bred or used for any commercial purposes on RHA property.

Section II. SCHEDULE OF FEES AND DEPOSITS

FEE AND DEPOSIT SCHEDULE

See Policy

RESIDENT ACKNOWLEDGMENT

After reading and/or having read to me this lease addendum I/we the undersigned, hereinafter "I," agree to the following:

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by pet(s) and shall pay RHA for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree to accept full responsibility and will indemnify and hold harmless RHA for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a non-refundable fee of $_____ to cover some of the additional operating cost incurred by the RHA. I also understand that this fee is due and payable prior to the execution of this lease addendum.

I AGREE AND UNDERSTAND THAT ALL INFORMATION CONCERNING MY PET (S) MUST BE UPDATED ANNUALLY AND PROVIDED TO THE RHA AT THE ANNUAL REEXAMINATION.

I AGREE AND UNDERSTAND THAT VIOLATING THIS LEASE ADDENDUM MAY RESULT IN THE REMOVAL OF THE PET (S) FROM THE PROPERTY OF THE RHA AND/OR EVICTION. I, ALSO UNDERSTAND THAT I MAY NOT BE ALLOWED TO OWN ANY TYPE OF PET IN THE FUTURE WHILE BEING AN OCCUPANT OF THE RHA.

I ALSO UNDERSTAND THAT I MUST OBTAIN PRIOR APPROVAL FROM RHA BEFORE MAKING A CHANGE OF A PET FOR WHICH THIS POLICY WAS APPROVED OR ADDING A SECOND PET. ALSO, A PICTURE MAY BE TAKEN BY RHA STAFF OF THE PET (S) FOR DOCUMENTATION. THE PICTURE WILL BE MAINTAINED IN THE RESIDENT'S FILE WITH THE APPROPRIATE RHA MANAGEMENT OFFICE.

_____ _____

Head of Household (Undersigned) Date

_____ _____

Housing Authority Representative Date

Exhibit "1"

Preliminary Request for a Reasonable Accommodation

Leaseholder/Resident/Advocate Name: _____ S.S. #: _____

Current Address: _____ Move-In Date: _____

# of Bedrooms: __ Member of Household Accommodation is requested for: _____

A reasonable accommodation is needed because:

The accommodation will:

_____ Help you live in the housing or take part in RHA's program;

_____ Help you meet the lease requirements of RHA's program;

_____ Help you meet other requirements of RHA's program.

Do not tell the RHA the name of your disability or the nature or extent of your disability.

Physician/Health Care Provider name, address and telephone number:

_____

_____

_____

Other comments you would like to make regarding this request: _____

_____

_____

By signing below you confirm the accuracy of the information submitted above. You will be mailed by the RHA an "Authorization for Release of Medical Information" which will be forwarded to your physician. Your physician will then be required to confirm your eligibility and justify your request for RHA.

Once this process has been completed, RHA will be in contact with you regarding the status of your request, which is based on medical reasons.

_____ _____ _____

Leaseholder/Resident Signature Phone Number Date of Request

Do not write below line

For Office Use Only

RHA's Signature: _____

Date Received by RHA: _____

Date Authorization for Release of Medical Information sent to Leaseholder/Resident: _____

Date Medical Justification Letter sent to physician/health care provider: _____

RHA Form

01/06

Exhibit "2"

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

To: _____

_____

_____

(Name & Address of Medical Provider)

RE: _____

_____

_____

The undersigned hereby authorizes you to verify, to the RHA, whether the undersigned is an individual with handicaps as defined by 24 CFR 8.3. The undersigned also authorizes you to disclose to the RHA, the undersigned's need, if any, for an accessible feature (reasonable modification) to the undersigned's unit and/or a change in RHA's policies and/or procedures (reasonable accommodation) so that the undersigned may have an equal opportunity to use and enjoy his/her dwelling unit. The undersigned further authorizes you to disclose, to the RHA, exactly what is requested to accommodate the limitations imposed by the undersigned's handicaps, if any. However, you are not authorized to provide access to confidential medical records or disclose the specific handicaps to the RHA.

I hereby waive and release you from any restrictions imposed by law in disclosing any professional observation or communication to the RHA that is within the scope of this authorization.

This authorization is valid for ninety (90) days. A photocopy of this authorization shall be as effective as the original.

_____/_____

Date Signature

Exhibit "3"

DEFINITIONS§

To: Doctor/Other Qualified Person

Pursuant to 24 CFR 8.3, the definition of an individual with handicaps is provided below:

Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. For purposes of employment, this term does not include: Any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from performing the duties of the job in question, or whose employment, by reason of current alcohol or drug abuse, would constitute a direct threat to property or the safety of others; or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job. For purposes of other programs and activities, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(a) Physical or mental impairment includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction
and alcoholism.

(b) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(c) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(d) Is regarded as having an impairment means:

(1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;

(2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or (3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

Exhibit "4"

RHA PM Form #78

Revised January 2006

PET OCCUPANCY REQUEST/REGISTRATION FORM

Resident Name: _____

Resident Address: _____

Resident Home Phone Number: _____

Resident Work Phone Number: _____

Alternate Pet Contact: _____

Address of alternate pet contact/care giver: _____

Home Phone Number: _____ Work Phone Number: _____

(List more than one, if applicable)

(To be completed by Veterinarian)

Description of Pet:

Name: _____ Breed: _____

Age: _____ Color: _____

Additional Markings/Information: _____

_____

Height: _____ Weight: _____

Projected Weight at full growth: _____

_____ _____

Veterinarian's Signature Date

"Exhibit "5"

PET OCCUPANCY REGISTRATION FORM

Resident Name: _____

Resident Address: _____

Resident Home Phone Number: _____

Resident Work Phone Number: _____

Alternate Pet Contact: _____

Address of alternate pet contact/care giver: _____

Home Phone Number: _____ Work Phone Number: _____

(List more than one, if applicable)

Description of Pet:

Name: _____ Breed: _____

Age: _____ Color: _____

Additional Markings/Information: _____

_____

Height: _____ Weight: _____

Projected Weight at full growth: _____

License No.: _____

Copy of License/Tag obtained: ____ Yes _____ No

Picture of Pet is to be attached to this form.

Veterinarian Information/Certifications:

Name of Veterinarian: _____

Address: _____

Phone No.: _____

Certification of Inoculations: _____

Dated: _____

Date spayed or neutered: _____

How long has resident owned this pet? _____

Has your pet lived in rental housing before? _____ Yes _____ No

If so, fill in the following:

Name of apartment complex: _____

Manager's Name: _____

Phone No.: _____

Registration of all pets must be submitted to the Management Office before the pet is permitted on the premises.

_____ _____

Signature Date

(For RHA use only)

Pet Photographed by: _____

RHA Staff Date

Resident has paid the appropriate Pet Deposit and Annual fee for the pet(s) being registered.

_____ Yes _____ No

Pet identification sticker affixed to unit door/window:

By: _____ _____

RHA Staff Date

Photo to be affixed here & filed with the agreement

Chapter 11

REEXAMINATIONS
[24 CFR 5.613, 24 CFR 5.61524 CFR Part 960 Subpart C]

INTRODUCTION

HUD requires that RHA offers all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent are required to complete a reexamination of income, deductions and allowances at least once every three years. Flat rent families must still report family composition and community service requirements on an annual basis. To determine the amount of income-based rent, it is necessary for RHA to perform a reexamination of the family's income annually. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions and allowances. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but RHA decides what other changes must be reported and the procedures for reporting them. This chapter defines RHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in this policy.

2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.

3. Have provided Social Security numbers on all family members or have certifications on file indicating they have no Social Security Number.

4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent [i].

5. Who are in compliance with the RHA's community service requirements.

Remaining Family Members and Prior Debt

1. Remaining family members age 18 years or older will be held responsible for arrearages incurred by the former head or spouse. RHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18.

2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

B. ANNUAL REEXAMINATION

1. Regular reexaminations: RHA shall, at least once a year, re-examine the family composition, incomes, and community service requirements of all resident families, except for families that are paying flat rent and elect to pay flat rent. Flat rent families shall have their incomes reexamined every three years [ii]. Flat rent families will have the family composition and community service requirements reexamined annually. **All RHA annual recertifications are processed to be in compliance with a twelve-month effective period.**

2. Special Reexaminations: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 90 days until a reasonably accurate estimate of income can be made.

3. Special reexaminations shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.

4. Special Reexamination Following Income Disallowance: When a family qualifies for an earned income disallowance, a special reexamination will occur at the end of the initial 12 month disallowance period and at the end of the phase-in period and when there are changes in earned income such as new jobs, loss of jobs, etc.

5. Zero/Extremely Low Income Families: Unless the family has income that is excluded from rent computation, families reporting zero/extremely low income will have their circumstances examined every 180 days until they have a stable income. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income.

6. Reexamination Procedures

(a) At the time of reexamination, the head of household will be required to sign an application for continued occupancy and other forms required by HUD. All adult members of the household must sign other documents required by HUD and RHA.

(b) Income, allowances, Social Security Numbers, and such other data as is deemed necessary will be verified, and all documentation will be filed in the resident's folder.

(c) A EIV report will be requested on each family at recertification to help detect unreported income, provide third-party verification, identify family members not reported on the lease, etc. [iii].

(d) Verified information will be analyzed and a determination made with respect to:

(i) Eligibility of the resident as a family or as the remaining member of a family;

(ii) Unit size required for the family (using the Occupancy Guidelines);

(iii) Rent the family should pay; and

(iv) Community Service requirements.

(e) Residents with a history of employment whose reexamination occurs when they are not employed will have a special re-examination(s) scheduled. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start date and can ask for an interim re-examination after the ending date.

(f) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy [iv].

(g) Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and for termination of the lease [v].

7. Action Following Reexamination

   (a) If there is any change in rent a Notice of Rent Adjustment will be issued [vi].

   (b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described within the policy and moved to an appropriate unit when one becomes available [vii].

The terms annual recertification and annual reexamination are synonymous.

All reexaminations will be conducted to be effective April 1.

When families move to another dwelling unit:

The annual recertification date will not change.

Reexamination Notice to the Family

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, RHA will provide the notice in an accessible format. RHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they met the need presented by the disability.

The notification of family choice of income-based or flat rent will be signed at the re-examination interview.

The family will indicate whether the family chooses income-based or flat rent by checking the appropriate box on the document and signing the document.

If the family chooses flat rent, an annual recertification is still required to verify community service requirements and family composition. Recertification of income is only required every three years.

Methodology

If the family chooses income-based rent, or if the family has paid the flat rent for three (3) years, RHA will use the following methodology for conducting annual recertifications:

Schedule a specific date and time of appointments in the written notification to the family. Include information on the required documents that the tenant will need to supply.

Persons with Disabilities

Persons with disabilities, who are unable to come to the site office will be granted an accommodation of conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

The RHA representative will interview the family and enter the information provided by the family on the recertification form.

Requirements to Attend

The following family members will be required to attend the recertification interview and sign the application for continued occupancy:

- The head of household and spouse, and
- All adult household members, age 18 and older.

If the head of household is unable to attend the interview:

The spouse may recertify for the family, provided that the head of household comes in within 5 days to recertify or a person who has Power of Attorney for the head of household.

Failure to Respond to Notification to Recertify

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to 10 days prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with RHA, RHA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, RHA will:

Terminate tenancy for the family.

Exceptions to these policies may be made by the Executive Director if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Documents Required From the Family

In the notification letter to the family, RHA will include instructions for the family to bring the following:

- Documentation of income for all family members

- Documentation of assets
- Documentation to substantiate any deductions or allowances
- Documentation of family composition
- Documentation of community service requirements
- Other required documents on new family members, such as SSN or citizenship requirements

Verification of Information

All information that affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy.

When the information has been verified, it will be analyzed to determine:

- the continued eligibility of the resident as a family or as the remaining member of a family;
- the unit size required by the family;
- the amount of rent the family should pay.

Changes In The Tenant Rent

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

1. Rent decreases go into effect on the reexamination date and upon receipt of all verification.
2. Rent increases (except those due to misrepresentation) require 30 days notice for annual recertification.

If there is any change in rent, including change in family's choice in rent a Notice of Rent Adjustment will be issued [24 CFR 966.4(c)].

Tenant Rent Increases

If tenant rent changes, a thirty-day notice will be mailed to the family prior to the reexamination date.

If less than thirty days are remaining before the reexamination date and the tenant has not notified RHA of income or household changes in a timely manner(within 10 days of change) the tenant rent increase will be effective on the first of the month when the increase should have occurred. If tenant has given information in a timely manner a rent change will occur after the 30 day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

Tenant Rent Decreases

Rent decreases go into effect the first of the month following receipt of all verification.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by RHA.

C. NOTICE of CHANGES and REPORTING INTERIM CHANGES

Families must report all changes in household composition to RHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain RHA approval prior to all other additions to the household.

When there is a change in head of household or a new adult family member is added, RHA will complete an application for continued occupancy and reverify, using the same procedures RHA staff would use for an annual reexamination, except for effective dates of changes. In such case, the Interim Reexamination Policy would be used.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the PHA of the family member being added to the lease.

Increases in Income to be Reported

Families paying flat rent are not required to report any increases in income or assets between the recertification periods.

Families paying an income-based rent are required to report increases in income/assets of household members to RHA between annual recertifications.

Families are required to report the following increases in income:

- Increases in income because a person with income joins the household;
- Increases in household income that come as a result of a new income source.
- Increases in household income that was not anticipated at the annual recertification period.
- Increases in any and all increases of household income. (exception: same job minor increase in number of work hours or small pay rate increase)

Increases In Income and Rent Adjustments

RHA will process rent adjustments for required income adjustment, which are reported between regularly scheduled recertifications.

Rent increases (except those due to misrepresentation) require 30 days notice.

Decreases in Income and Rent Adjustments

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions which would reduce the amount of the total tenant payment.

Rent decreases go into effect the first of the month following receipt of all verification.
(It is the intent of RHA to change rents due to the proper month as long the required reporting method is used by the resident.)

Special Reexaminations

If a family's income is unstable and cannot be projected for twelve months, including families that temporarily have no income or a temporary decrease in income, the RHA may schedule a special reexamination until the income stabilizes and an annual income can be determined.

D. OTHER INTERIM REPORTING ISSUES

Residents are required to report all changes in family composition or status to RHA within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report and verify income decreases promptly.

An interim reexamination will be scheduled for families with zero or extremely low-income every 180 days.

RHA will process interim adjustments in rent as follows:

1. When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment may or may not be processed.
2. Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

PHA Errors

If RHA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

E. REPORTING OF CHANGES IN FAMILY COMPOSITION

The members of the family residing in the unit must be approved by RHA. The family must inform RHA and request approval of additional family members other than additions due to birth, adoption, marriage, court-awarded custody before the new member occupies the unit.

All changes in family composition must be reported within 10 working days of the occurrence in writing.

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head of household that the member (who may be the head of household) removed is permanently absent.

Increase in Family Size

RHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

- Addition by marriage.
- Addition of a minor who is a member of the nuclear family who had been living elsewhere.
- Addition of a PHA-approved live-in attendant.

- Addition due to birth, adoption or court-awarded custody.

Definition of Temporarily/Permanently Absent
RHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. RHA will evaluate absences from the unit in accordance with this policy.

Absence of Entire Family
These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, RHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify RHA before they move out of a unit in accordance with the lease and to give RHA information about any family absence from the unit.

Families must notify RHA if they are going to be absent from the unit for more than thirty consecutive days. A person with a disability may request an extension of time as a reasonable accommodation.

"Absence" means that no family member is residing in the unit.

Absence of Any Member
Any member of the household will be considered permanently absent if s/he is away from the unit for more than 30 consecutive days in a 12 month period except as otherwise provided in this Chapter.

Absence due to Medical Reasons
If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, RHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent and removed from the lease. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remains current.

Absence due to Incarceration
If the sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be

considered permanently absent if s/he is incarcerated for 30 consecutive days. The rent and other charges must remain current during this period.

RHA will determine if the reason for incarceration is for drug-related or criminal activity that would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents. If the offense is drug related or criminal activity that violates the lease and policy, the lease will be terminated.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, RHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 180 days from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the PHA's occupancy guidelines.

Absence of Adult

If neither parents remains in the household and the RHA and appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, RHA will treat that adult as a visitor for the first 30 calendar days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the guardian, and the guardian qualifies under Tenant Suitability criteria, the lease will be transferred to the guardian.

If the court has not awarded custody or legal guardianship, but the action is in process, RHA will secure verification from social services staff or the attorney as to the status.

The guardian will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

RHA will transfer the lease to the guardian, in the absence of a court order, if the guardian qualifies under the Tenant Suitability criteria and has been in the unit for more than 30 days and it is reasonable to expect that custody will be granted.

When the RHA approves a person to reside in the unit as guardian for the child(ren), the income of the guardian should be counted pending a final disposition. RHA will work with the appropriate service agencies to provide a smooth transition in these cases.

If an adult child goes into the military and vacates the unit, they will be considered permanently absent.

Full time students who attend school away from the home will be treated in the following manner:

A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses is considered temporarily absent and the income is included for rent purposes. If the person will not return to the unit, that member is permanently absent and the income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.

Visitors (See Chapter on Leasing)

Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

Statements from neighbors and/or RHA staff will be considered in making the determination.

RHA will consider:

- Statements from neighbors and/or RHA staff
- Vehicle license plate verification
- Post Office records
- Drivers license verification
- Law enforcement reports
- Credit reports
- Other reliable documentation

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and RHA will terminate the family's lease since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 45 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a family member. **The family will not receive a $480 dependent deduction for this minor.**

If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

F. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT

To be considered the remaining member of the tenant family, the person must have been previously approved by RHA to be living in the unit. In order for a minor child to continue to receive assistance as a remaining family member:

- The court has to have awarded emancipated minor status to the minor or is legally married; or

- RHA has verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

G. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members. Mixed families are eligible for prorated assistance in accordance with the mixed-family portion of the policy.

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[i] 24 CFR § 5.5
[ii] 24 CFR § 960.257
[iii] 24 CFR § 960.259(c)
[iv] 24 CFR § 5
[v] 24 CFR § 966.4 (c)(2)
[vi] 24 CFR § 966.4(c) & (o)
[vii] 24 CFR § 966.4 (c)(3)

Chapter 12

LEASE TERMINATIONS
[24 CFR 966.4]

INTRODUCTION

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

A. TERMINATION BY TENANT

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

B. TERMINATION BY RHA

Termination of tenancy will be in accordance with RHA's lease, ACOP and house rules.

The public housing lease is automatically renewable, EXCEPT the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements. See Chapter 15 for Community Service.

The Violence against Women Reauthorization Act of 2013 explicitly prohibits PHAs from considering incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking as “other good cause” for terminating the tenancy or occupancy rights of the victim of such violence. (Refer to Chapter 12-D)

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

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

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

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

- Use of the premises for purposes other than solely as a dwelling unit for the Tenant and

Tenant's household as identified in this Lease, or permitting its use for any other purposes;

- Failure to pass inspections with adequate notices to correct;
- Failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing project and the Tenants;
- Failure to abide by applicable building and housing codes materially affecting health or safety;
- Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;
- Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or
- The Tenant, any member of the Tenant's household, or a guest or other person on the premises due to the tenant’s residency shall not engage in criminal activity, including drug-related criminal activity, on or off public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy
- Inviting, allowing, or creating a situation that causes any person or persons who have been banned from RHA property to be present on the RHA property. An up-to-date banned list is maintained at the RHA’s main office.
- Alcohol abuse that RHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Non-compliance with Non-Citizen Rule requirements.
- Non-compliance with the restricted/banned persons from the developments
- Failure to cooperate with law enforcement
- Three (3) consecutive court notices in 6 months or six (6) court notices in any 12 month period

- Other good cause.

C. NOTIFICATION REQUIREMENTS

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

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

All notices of lease termination for cause of actions protected by VAWA for violent activity will include a statement of the protection against termination provided by VAWA for victims of domestic violence, dating violence, sexual assault, or stalking. Any family member who claims that the cause for termination involves (a) criminal acts of physical violence against family members or others or (b) incidents of domestic violence, dating violence, sexual assault, or stalking of which a family member is the victim will be given the opportunity to provide documentation in accordance with the policies.

Timing of the Notice

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

At least 14 calendar days prior to termination in the case of failure to pay rent;

A reasonable time, defined in the lease as 3 calendar days, considering the seriousness of the situation when the health or safety of other residents or RHA employees is threatened;

At least thirty days prior to termination in all other cases.

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

Criminal Activity

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

RHA will terminate assistance of participants in cases where RHA determines there is reasonable

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

RHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous 6 months.

"Engaged in or engaging in a recent history of" drug related criminal activity means any act within the past 7 years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

In evaluating evidence of negative behavior, RHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future that could be supported by evidence of rehabilitation.

RHA will waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible rehabilitation program approved by RHA, or

The individual involved in drug-related criminal activity is no longer in the household because the person is incarcerated.

D. PROHIBITION AGAINST TERMINATING TENANCY OF VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING (VAWA 2103)

The Violence against Women Reauthorization Act of 2013 (VAWA), provides that "criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant or affiliated individual in the tenant's family is the victim or threatened victim of that abuse." VAWA further provides that incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

VAWA does not limit the RHA's authority to terminate the tenancy of any tenant if the RHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing

service to the property.

VAWA protection does not apply if the individual is not on the lease. VAWA protection does not apply to a live-in aide or caretaker. While a live-in aide or caregiver who resides in a unit may be a lawful occupant, nonetheless such individual is not a tenant and the protections of VAWA would not apply, except that the live-in aide or caregiver cannot be denied assistance if he or she independently applies for assistance.

Similarly, if an affiliated individual is a victim of domestic violence, dating violence, sexual assault, or stalking, the tenant with whom the affiliated individual resides cannot be evicted or have assistance terminated on the basis of the violence suffered by the affiliated individual, and, consequently, the affiliated individual may receive indirectly the benefit of continued assistance to the tenant.

"Affiliated individual", with respect to an individual, means: (A) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent to a child (for example, the affiliated individual is a child in the care, custody, or control of that individual); or (B) any individual, tenant, or lawful occupant living in the household of that individual.

VAWA 2013 provides that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as: (1) A serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident; or (2) good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of a victim or threatened victim of such incident.

Victim Documentation

RHA Policy

When a tenant family is facing lease termination because of the actions of a tenant, household member, guest, or other person under the tenant's control and a tenant or immediate family member of the tenant's family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, the RHA will require the individual to submit documentation affirming that claim.

The documentation must include two elements:

A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking.

One of the following:

A police or court record documenting the actual or threatened abuse; or

A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

VAWA Certification Form- HUD 50066

The required certification and supporting documentation must be submitted to the RHA within 14 business days after the RHA request is received by the victim. Upon written request from the tenant, the RHA will extend the 14-day deadline for an additional 10 business days as long as the extension request is submitted within the initial 14 business-day period.

If the individual does not provide the required certification and supporting documentation within 14 business days or the approved extension period, the RHA may proceed with termination of the family's lease.

Regardless of the certificate- the RHA may proceed to terminate the perpetrator by bi-furcation of the lease when allowed by the state law.

If the RHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated, the RHA will bypass the standard process and proceed with the immediate termination of the family's lease.

If the RHA is confronted with conflicting documentation about the incident of domestic violence, dating violence, sexual assault, or stalking. VAWA provides, as does the existing regulation on conflicting documentation, that if the RHA receives documentation under § 5.2007(b)(1) (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), the RHA may require an applicant or tenant to submit third-party documentation as provided in § 5.2007(b)(1)(ii) or (b)(iii). The statute specifies no time period in which the third-party documentation is to be submitted, however RHA requires submission within 30 days.

Terminating or Evicting a Perpetrator of Domestic Violence

Although VAWA provides protection from termination for victims of domestic violence, it does not provide protection for perpetrators. In fact, VAWA gives the RHA the explicit authority to bifurcate a lease, or to remove a household member from a 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, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant." This authority supersedes any local, state, or other federal law to the contrary. However, if the RHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance [Pub.L. 109-271].

RHA Policy

When the actions of a tenant or other family member result in a determination by the RHA to terminate the family's lease and another family member claims that the actions involve criminal acts of physical violence against family members or others, the RHA will request that the victim submit the above required certification and supporting documentation in accordance with the stated time frame. If the certification and supporting documentation are submitted within the required time frame or any approved extension period, the RHA will bifurcate the lease and evict or terminate the occupancy rights of the perpetrator. If the victim does not provide the certification and supporting documentation, as required, the RHA will proceed with termination of the family's lease.

If the RHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated, the RHA will bypass the standard process and proceed with the immediate termination of the family.

Reasonable Time to Establish Eligibility (bifurcation)

For individual victims that are ineligible, but residing in the unit legally, HUD allows a minimum 90-day period that would be divided into two time periods to possibly gain eligibility:

One time period would be to establish eligibility to remain in the unit in which the tenant is now residing, and a second time period would be to allow the tenant to locate alternative housing if the tenant is unable to establish eligibility for the unit in which the tenant is now residing.

For the first period, the process provides for 60 calendar days, commencing from the date of bifurcation of the lease, for the tenant to establish eligibility to remain in the unit in which the tenant is now residing. For the second reasonable period, the process provides for 30 calendar days, commencing from the 61st date from the date of bifurcation of the lease for the tenant to find alternative housing.

Of course, during first (60 days) period and the second (30 days) period, the tenant may undertake efforts to both establish eligibility to remain in the unit in which the tenant is residing and to find alternative housing.

RHA is strongly encouraged to assist a tenant in efforts to establish eligibility for the covered housing in which the tenant is participating, and then assist in finding alternative housing if it no longer seems possible that the tenant will be able to establish eligibility for the covered housing program.

For each of these time periods, the process would allow, but not mandate, the RHA to grant an extension for up to 30 days, subject, however, to the program regulations under the applicable covered housing program authorizing the RHA to grant an extension, as part of the RHA's standard policies and practices or, alternatively, granting such an extension on a case-by-case basis.

RHA's public housing and Section 8 voucher programs where demand for available housing and assistance is high—a period of more than 90 days may adversely affect applicants waiting for admission to public housing or receipt of a voucher, and, therefore, for these programs, the process is for a maximum period of 90 days, without an extension.

It is important to note that the reasonable time period may only be provided to tenants by covered housing providers that remain subject to the requirements of the other covered housing program once the eligible tenant departs the unit.

RHA Confidentiality Requirements

All information provided to the RHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law. The RHA will not disclose to other parties where the victims have moved- if the victim is transferred or allowed to enter into another program.

E. RECORD KEEPING

A written record of every termination and/or eviction shall be maintained by RHA at the development where the family was residing, and shall contain the following information:

- Name of resident, number and identification of unit occupied;

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

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

- Date and method of notifying the resident;

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

F. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]

If RHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

Chapter 13

COMPLAINTS, GRIEVANCES AND APPEALS
[24 CFR 966.50-966.57]

INTRODUCTION

This document describes the policies to be used when families disagree with a decision by the RHA based on any action, decision, or inaction by RHA. It is the policy of RHA to ensure that all families have the benefit of all protections due to them under the law.

If a Complainant does not follow the procedures set forth in this policy and/or does not request a hearing, then the Authority's action, inaction, or decision shall be considered final on part of RHA. Failure of a Complainant to request a hearing does not constitute a waiver of his/her right to contest the Authority in an appropriate judicial proceeding.

For all aspects of the grievance and appeals process, a disabled person shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use the grievance procedures equal to a non-disabled person.

The RHA has determined that it will use a hearing officer which means a person selected in accordance with 24 CFR 966.55 of the grievance regulations to hear the grievance and render a decision with respect thereto. The RHA may use either of the following methods to appoint a hearing officer

- A method approved by a majority of tenants (in any building, group of buildings or project, or group of projects to which the method is applicable) voting in a election or meeting of tenants held for the intended purpose

- Appointment of a person who will be the officer selected in a manner required by the grievance procedure.

This document is divided into four (4) main sections:

A. Complaints: This section covers how to report a complaint of a general nature and the appropriate staff member or Department to whom the complaint should be referred.

B. Applicants: This section covers how an applicant would file a grievance, such as to appeal withdrawal from a Wait List. This section also covers the process for appealing determinations of ineligibility based on HUD's Restrictions to Non-Citizens.

C. Tenants: This section covers how a resident of RHA property would appeal a decision, action, or inaction. Such appeals may include, but are not limited to, appealing the action to evict or appeal of how the resident's portion of the rent was calculated.

D. Definitions: This section covers definitions used in the document "Complaints, Grievances and Appeals."

A. COMPLAINTS

RHA will respond promptly to all complaints.

Complaints from Resident Families. If a resident family disagrees with an action or inaction of RHA, complaints will be referred to the central office, or RHA staff member as appropriate. Complaints regarding the physical condition of the units may be reported to the central office or RHA staff member. If the complaint cannot be resolved to the satisfaction of the resident, the resident shall have the right to appeal by following the grievance procedures outlined in Section C of this document.

Complaints from Staff. If a staff person reports a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the Executive Director.

Complaints from the General Public. Complaints or referrals from persons in the community in regard to RHA or a family will be referred to the Executive Director, as appropriate.

Selecting the hearing officer

A grievance hearing shall be conducted by the Executive Director and is the Hearing Officer.

B. APPEALS BY APPLICANTS

Applicants who are determined ineligible, who do not meet RHA's admission standards, or where RHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination. The written notification will state that the applicant may seek an Informal Hearing.

Applicants must submit their request for an Informal Hearing **in writing** to RHA within 10 working days from the date of the notification of their ineligibility. RHA will then provide an Informal Hearing within 10 working days of receiving the applicant's request. RHA will notify the applicant of the place, date, and time of the hearing.

Informal Hearings will be conducted by the Executive Director.

The applicant may bring to the hearing any documentation or evidence s/he wishes. The applicant's information, along with data compiled by RHA, will be considered by the Executive Director. A determination will be made based upon the merits of the evidence presented by both sides.

Within 10 working days of the date of the Informal Hearing, the Executive Director will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

SPECIAL HEARING AND APPEAL PROVISIONS FOR APPLICANTS NOTIFIED OF INELIGIBILITY BASED ON "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

Assistance to a family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on an Immigration and Naturalization Service (INS) appeal.

INS Determination of Ineligibility [24 CFR 912.9(e)]

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, RHA notifies the applicant within 10 working days of their right to appeal to the INS. The family will have 30 days from the date of RHA's notification to request an appeal of the INS results. The request for appeal shall be made by the family communicating in writing directly to the INS. The family must provide RHA a copy of the written request for appeal, and proof of mailing. For good cause shown, RHA shall grant the family an extension of the time within which to request an appeal.

Documentation to be submitted to the INS as apart of an appeal to the INS:

1. Copy of original Form G-845S received from INS annotated at the top center in bold print: **HUD APPEAL**.

2. Include two stamped envelopes, one addressed to the applicant and one addressed to RHA.

3. Attach any and all documentation available to support the reason or basis for the appeal. This should include legible copies of both sides of the Form G-845S.

The INS will issue the results of the appeal to the family, with a copy to RHA, within 30 days of its receipt. If, for any reason, the INS is unable to issue a response within the 30-day time period, the INS will inform the family and RHA of the reason for delay.

When RHA receives a copy of the INS response, RHA will notify the family of its right to

request an Informal Hearing on RHA's ineligibility determination in accordance with the procedures outlined in "Section B. Appeals by Applicants."

If the Hearing Officer decides that the individual is not eligible, and there are no other eligible family members RHA will:

1. Deny the applicant family, or

2. Defer termination if the family is a participant and qualifies for deferral, or

3. Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, RHA will offer to prorate assistance or give the family the option to remove the ineligible members.

A decision against an applicant under the INS appeal process or RHA's Informal Hearing, does not preclude the applicant from exercising the right to seek redress directly through judicial procedures [24 CFR 912.9(g)].

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide documentation and/or certification.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

C. TENANT GRIEVANCE POLICY AND PROCEDURES

RHA's Grievance Policy and Procedures, for 30-Day Notices (Two-Part Process) and for 3-Day Notices (Expedited Process), shall be applicable to all individual grievances between the Resident and RHA, *except* that it shall not apply to an order of eviction following a hearing in a court containing the elements of due process*. Denial of the hearing process does not preclude the resident from exercising the right to seek redress directly through judicial procedures.

* "Elements of Due Process" shall mean an eviction action or termination of tenancy in a state or local court in which the following procedural safeguards are required:

1. Adequate notice to the Resident of grounds for terminating the tenancy and for eviction.

2. Opportunity for the Resident to examine all relevant documents, records, and regulations of the Authority prior to the trial for the purpose of preparing a defense.

3. Right of the Resident to be represented by counsel.

4. Opportunity for the Resident to refute the evidence presented by RHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have.

5. A decision on the merits.

Victims of domestic violence have access to the grievance process for an adverse action on admission to assisted housing, or termination of benefits of assisted housing. Only victims retain the right to the formal grievance process as provided under the Violence Against Women's Act (VAWA).

Furthermore, the grievance policy is not applicable to disputes between Residents not involving RHA, nor of class action grievances. The policy and procedures are not intended as a forum for initiating or negotiating policy changes between individual Residents or a group of residents and RHA's Board of Commissioners.

The Grievance Process for a <u>30-DAY NOTICE</u> to a resident is a two-part process:

1. **Informal Settlement**: The resident first requests an Informal Settlement (an informal discussion of the problem) with the program staff and attempts to resolve the matter with the program staff. The request may be presented orally or in writing to the program staff. The request must be made within five (5) working days of the time the Resident was notified of an Authority action, or became aware of the condition, situation, or circumstance alleged in the grievance, in order that the grievance may be discussed informally and settled without a hearing if possible.

A summary of the discussion between the resident and program staff will be prepared within a reasonable time following the Informal Settlement, not to exceed five (5) working days, and one copy will be given to the Resident and one retained in RHA's Resident lease file. The summary will specify the following:

1. The names of the participants.

2. The date of the meeting or meetings held between the participants.

3. The nature of the disposition thereof and the reason therefore.

4. The procedures by which a hearing under provisions of RHA's policy may be obtained if the resident is not satisfied.

2. **Hearing**: If the resident is not satisfied with the decision of the program staff, the resident may then file a written request for a Hearing with RHA's Hearing Officer within five (5) working days of receipt of the program staff member's written decision. The **written request** shall be hand delivered or mailed to the attention of RHA's Hearing Officer, at RHA's Administrative Office.

The written request shall specify:

- The reasons for the grievance;

- The action of relief sought from the RHA; and

- Several dates and times in the following 5 days when the complainant can attend a grievance hearing.

The Hearing Officer will have five (5) working days from receipt of the request in which to schedule the time, place, and date of the Hearing. Once held, the Hearing Officer will prepare of summary of the Informal Hearing within five (5) working days of the Hearing, inclusive of the following:

- The names of the participants.

- The date of the meeting held between the participants.

- The nature of the disposition thereof and the reason therefore.

Hearing Process: Procedures governing the hearing: [966.56]

The hearing shall be held before a hearing panel or hearing officer. The complainant shall be afforded a fair hearing, which shall include:

A. The opportunity to examine before the hearing RHA documents, including records and regulations that are directly relevant to the hearing. The Tenant shall be allowed to copy any such document at the Tenant's expense. If the RHA does not make the

document available for examination upon request by the complainant, the RHA may not rely on such document at the grievance hearing.

B. The right to be represented by counsel or other person chosen as the Tenant's representative and to have such person make statements on the Tenant's behalf.

C. The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the Tenant's complaint to controvert evidence relied on by the RHA or project management, and to confront and cross examine all witnesses upon whose testimony or information the RHA or project management relies; and

D. A decision based solely and exclusively upon the fact presented at the hearing. [966.56(b)]

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding. [966.56(c)]

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the RHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed. [966.56(e)]

The hearing shall be conducted informally by the hearing panel or officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. [966.56(f)]

The hearing panel or officer shall require the RHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel or officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate. [966.56(f)]

The complainant or the RHA may arrange in advance, and at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript. [966.56(g)]

The RHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any notice to the Tenant which is required under this procedure must be in an accessible format. [966.56(h)]

EXPEDITED GRIEVANCE PROCESS:

The Expedited Grievance Process for a 3-DAY NOTICE to a resident is a one-part process:

Because HUD has issued a due process determination that the law of the State of North Carolina requires the Tenant be given an opportunity for a hearing in the court which provides the basic elements of due process before eviction from the dwelling unit, the formal grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of RHA, or;

2. Any violent or drug-related criminal activity on or off the public housing premises.

Only an expedited meeting may be requested for the above activities.

The expedited meeting process shall be listed on all 3-Day Notices and the procedure is as follows:

1. An informal settlement of grievance is not applicable under this provision. When the resident receives a 3-Day Notice and they are subject to the Expedited Grievance Process, the resident may file a written request for a meeting with their central office Manager within two (2) working days of receipt of the 3-Day Notice.

2. The Expedited meeting will be conducted by the Executive Director and shall take place within three (3) working days from the date the request was received.

3. The Executive Director will schedule the meeting within three (3) working days from receipt of the request for the expedited meeting. The Executive Director will promptly notify the appropriate parties of the time, place and date of the review. The notice shall state that no postponements will be permitted and that failure to appear waives the right to the meeting.

4. A written decision shall be provided to all parties within **two (2) working days from the date of the hearing.**

DECISIONS

The decision of the Hearing Officer shall be binding on RHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless RHA's Board of Commissioners determines within a reasonable time, and promptly notifies the resident of its determination, that (a) the grievance does not concern RHA action or failure to act in

accordance with or involving the resident's lease on RHA regulations, which adversely affect the resident's rights, duties, welfare or status; (b) the decision of the Hearing Officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and RHA.

A decision by the Hearing Officer or Board of Commissioners in favor of RHA or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the resident may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter. [24 CFR 966.57]

Miscellaneous matters related to the Tenant Grievance Policy and Procedures:

1. Before a hearing is scheduled in any grievance involving the amount of rent which RHA claims is due, the resident shall pay to RHA an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act took place. The resident shall thereafter deposit the same amount of rent monthly in an escrow account established and maintained by RHA, to be disbursed at the direction of the Hearing Officer at such time as the grievance is resolved by decision of the Hearing Officer.

   If the resident fails to deposit the amount required, he or she shall have waived his or her right to a Hearing. However, RHA in extenuating circumstances may waive these requirements. Unless so waived, the failure to make such payment shall result in a termination of the grievance procedure, provided however, that failure to make payment shall not constitute a waiver of any right the resident may have to contest the Authority's disposition of his or her grievance in any appropriate judicial proceeding.

2. The Hearing Officer may render a decision without proceeding with the Hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.

3. If the resident or RHA fails to appear at a scheduled Hearing, the Hearing Officer, for good cause and in the interest of justice, may make a determination to postpone the Hearing for a period of time not to exceed five (5) working days (except for an expedited hearing), or may make a determination that the party has waived its right to a Hearing. Both the resident and RHA shall be notified of any such determination by the Hearing Officer, provided that determination that the resident has waived his or her right to a Hearing shall not constitute a waiver of any right the resident may have to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.

4. North Carolina has been determined by the US Department of HUD as a Due Process State wherein RHA and residents may seek relief in small claims court.

D. DEFINITIONS

"**Authority**" shall mean the Housing Authority abbreviated also as RHA.

"Complainant" shall mean any Tenant (as defined below) whose grievance is presented to the RHA in accordance with the requirements presented in this procedure.

"Elements of due process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

(1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;

(2) Right of the Tenant to be represented by counsel;

(3) Opportunity for the Tenant to refute the evidence presented by the PHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;

(4) A decision on the merits.

"Hearing Officer" shall mean the Executive Director.

"Tenant" shall mean the adult person (or persons)(other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the PHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

"**Grievance**" shall mean any dispute that a Resident may have with respect to any RHA action, or failure to act, in accordance with the Resident's lease or RHA regulations, policies, or procedures that adversely affect the Resident's rights, duties, welfare, or status with RHA

"**Request for Hearing**" shall mean a written request filed in accordance with the provisions of the RHA's Grievance Policy and Procedures. The Request for Hearing should state the reason for the grievance, and the action or relief sought.

"Violent Criminal Activity" shall mean any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

"VAWA Activities" shall mean any act in which the applicant claims they are a victim of domestic violence, dating violence, sexual assault, or stalking.

Chapter 14

FAMILY DEBTS TO THE PHA

INTRODUCTION

This Chapter describes RHA's policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is RHA's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support RHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties.

TENANT REPAYMENT AGREEMENTS (PIH 2010-19)

Tenants are required to reimburse the RHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the RHA **must** terminate the family's tenancy or assistance, or both. HUD does **not** authorize any PHA-sponsored amnesty or debt forgiveness programs.

All repayment agreements must be in writing, dated, signed by both the tenant and the RHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

a. Reference to the paragraphs in the RHA lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.

b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the RHA.

c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.

d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

RHA is required to determine retroactive rent amount as far back as the RHA has documentation of family reported income.

When families owe money to the PHA, RHA will make every effort to collect it. RHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Payment agreements
- Collection agencies
- Credit bureaus

A. PAYMENT AGREEMENT FOR FAMILIES

For payment of the charges, RHA may:

- Request the family to attempt to pay in full by seeking a loan for the full amount.
- If the family is unable to comply with payment under (a) or (b), a repayment agreement may be considered.
    - Repayment agreements for large retroactive charges shall be at the discretion of the Executive Director or authorized designee.

With exception of extreme circumstances, all repayment agreements must be paid within a maximum of twelve (12) months.

Late Payments

A payment will be considered to be in arrears if:

The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment agreement is in arrears, RHA will:

Terminate tenancy

If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears:

The family will be required to pay the balance in full prior to the unit transfer.

Payment Schedule for Monies Owed to the PHA

There are some circumstances in which the PHA will not enter into a payment agreement.

They are:

- If the family already has a payment agreement in place.

- If RHA determines that the family has committed program fraud.

Guidelines for Payment Agreements
Payment agreements will be executed between RHA and the head of household and spouse/co-head.

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Executive Director.

No transfer will be approved until the debt is paid in full unless the transfer is the result of the following causes, and the payment agreement is current:

Family size exceeds the maximum occupancy guidelines

A natural disaster

Housing Authority Mandate

Additional Monies Owed
If the family has a payment agreement in place and incurs an additional debt to RHA:

RHA will not enter into more than one payment agreement at a time with the same family.

B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

Family Error/Late Reporting
Families who owe money to RHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Section of this Chapter.

Families who owe money to RHA due to the family's failure to report increases in income will be required to repay in accordance with the payment procedures for program fraud, below.

Program Fraud
Families who owe money to any PHA due to program fraud will be required to repay it in accordance with the payment procedures for program fraud, below.

Families who owe money to RHA due to program fraud will be required to repay the amount in full within 6 months. If the full amount is paid within this time period, and the family is still eligible, RHA will continue assistance to the family.

If a family owes an amount which equals or exceeds $10,000 as a result of program fraud, the case will be referred to the Inspector General, or other appropriate agency. Where appropriate, RHA will refer the case for criminal prosecution.

Payment Procedures for Program Fraud

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

- The family will be required to pre-pay ½ of the amount owed prior to or upon execution of the payment agreement.

- The amount of the monthly payment will be determined in accordance with the family's current income.

- Repeated fraud or untimely reporting increases in income will result in a lease termination.

C. WRITING OFF DEBTS

– Debts will be written off as a collection loss every quarter for tenants who have moved out of RHA. These debts will be reported on HUD EIV.

- If a determination is made that the debtor is judgment proof.(reported to HUD EIV but shown as a declared bankruptcy).
- The debtor is deceased. Not reported to HUD EIV.

All debts written off as a collection loss are still owed to Robersonville Housing Authority unless declared bankruptcy or deceased.

All tenants in possession with debt owed to RHA will not be written off unless the debtor is judgement proof or dies while in possession.

D. FORMS

Robersonville Housing Authority

NAME: _____ ACCOUNT #_____
ADDRESS: _____

REASON FOR DELINQUENCY: _____
_____

CHARGES INCLUDED IN CURRENT ACTIVE RESIDENT REPAYMENT AGREEMENT

Date	Description	Amt. Trns	Amt. Due

AGREEMENT DATE: _____
AGREEMENT MONTHS: _____
START PAYMENT MO./YR.: ____

TOTAL AGREEMENT AMT: _____
DOWN PAYMENT: _____
BALANCE DUE: _____
MONTHLY PAYMENT: _____
FINAL PAYMENT: _____

I the head of household agree that this Active Resident Repayment Agreement, if approved, will become an addendum to my current and any future lease agreement(s) with the RHA. I agree that I owe the amounts set forth above. I agree to pay the monthly amount set forth above, in addition to my current rent, and any other new charges assessed to my account, in accordance with my lease agreement. I reaffirm all other conditions of my lease agreement. I agree and understand that if I fail to pay the monthly amount set forth above, with my current rent payment, and any new charges assessed to my account, that the RHA may proceed with terminating my lease agreement for non-payment of rent. I understand and agree that only one Active Resident Repayment Agreement will be allowed per a 12 month period. I understand that failure to make payments in accordance with the agreement will result in the balance being due and payable in a single full payment upon demand by the RHA.

The lease requires that a tenant in non-compliance with the repayment agreement may be subject to termination of tenancy or assistance, or both.

The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the RHA.

The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income. This will be subject to verification of the decrease or increase in income.

Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

Signature	Date
Housing Manager/Aide	Date

Chapter 15

COMMUNITY SERVICE POLICY/SELF SUFFICIENCY

INTRODUCTION

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes and other activities which help an individual toward self-sufficiency and economic independence. This is a requirement of the dwelling lease signed with all residents of RHA.

HUD issued the PIH 2009-48 notice to assist RHA's understanding and administration of the mandated Community Service and Self-Sufficiency Requirement (CSSR) and in response to an audit report issued by the Office of Inspector General on March 24, 2008. This Notice addresses:

- Statutory/Regulatory Requirements for Administering CSSR;
- Data Collection and Reporting Requirements;
- Action to take against non-compliant tenants; and,
- Penalties/sanctions against LHAs housing ineligible households.

Statutory/Regulatory Requirements for Administering CSSR: Community Service is "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 politica1 activities."

Community service volunteer work and economic self-sufficiency requirements mandate that each nonexempt adult household member (18 years or older) shall either contribute 8 hours per month of community service within his or her community, or participate in an economic self-sufficiency program for 8 hours per month (see 24 CFR 960.603(a)). The requirements can also be met by a combination of 8 hours of community service and participation in an economic self-sufficiency program. At least 8 hours of activity must be performed each month (see 24 CFR 960.603(a)). An individual may not skip a month and then double up the following month, unless special circumstances warrant it. The RHA will determine whether to permit a deviation from the schedule (see 24 CFR 960.605).

PHAs may administer qualifying community service and self-sufficiency activities directly, or make the activities available to residents through a contractor or partnership with qualifying organizations (including resident organizations), community agencies, or institutions (see 24 CFR 960.605(b))

RHA requires residents to verify compliance annually, at least 30 days before the expiration of the lease term. Self-certification by residents is not acceptable; third party certification must be provided by the entity where the resident is performing the service.

A. DEFINITIONS

Community Service – volunteer service that includes, but is not limited to:

- Service at a local school, church, hospital, recreation center, senior center, service organization, or child care center
- Service with youth or senior organizations, including Police Athletic League (PAL) events and functions
- Working through the Resident Council or individual development Resident Council's or Senior Club to help other residents with problems
- Caring for the children of other residents so they may volunteer
- Service on the Resident Advisory Board
- Other volunteer service with non-profits, for example, 501(C)(3) organizations, providing community service programs.

NOTE: Political activity is excluded. This would include but is not limited to: voter registration; campaign worker; and poll worker assignments.

Self-Sufficiency Activities – activities that include, but are not limited to:

- Job readiness or job training;
- Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor) or other training providers;
- Higher education (junior college or college);
- GED classes;
- Apprenticeships (formal or informal);
- Substance abuse or mental health counseling;
- Reading, financial and/or computer literacy classes;
- English as a second language and/or English proficiency classes;
- Budgeting and credit counseling; and,
- Any activity required by the Department of Public Assistance under Temporary Assistance for Needy Families (TANF).
- Employment and Training programs
- Homeownership educational programs or seminars (offered by RHA and other community organizations)
- Any kind of class that helps a person move toward economic independence

Exempt Adult – an adult member of the family who is:

- 62 years or older;

- Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c),
  - who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or
  - is a primary caretaker of such individual;

- Engaged in work activities; preferably at least 20 hours per week. In order for an individual to be exempt from the CSSR requirement because he/she is "engaged in work activities," the person must be participating in an activity that meets one of the following definitions of "work activity" contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):
  - Unsubsidized employment;
  - Subsidized private-sector employment;
  - Subsidized public-sector employment;
  - Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - On-the-job-training;
  - Job-search and job-readiness assistance;
  - Community service programs;
  - Vocational educational training (not to exceed 12 months with respect to any individual);
  - Job-skills training directly related to employment;
  - 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;
  - Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate; and,
  - The provision of childcare services to an individual who is participating in a community service program;

- Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which PHA is located including a State-administered Welfare-to-Work program; or,

- 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. Section 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.

Each adult member of the household must sign a Community Service Exemption Certification at each annual recertification or if they become an "exempt adult" at any time between recertifications that the status should change.

At least 30 days before the annual reexamination and/or lease expiration, the RHA reviews the exempt or nonexempt status and compliance of family members (see 24 CFR 960.605(c)(3)).

B. REQUIREMENTS OF THE PROGRAM

1. The eight- (8) hours per month may be either volunteer service or self-sufficiency program activity or a combination of the two.

2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant consideration. The Executive Director, or their designee will make the determination of whether to allow or disallow a deviation from the schedule. (See Exhibit #3, RHA Form #2).

3. Activities must be performed within the community and not outside the jurisdictional area of RHA.

4. Family obligations

- At lease execution or re-examination after October 1, 2003, all adult members (18 or older) of a public housing resident family must

    1) Provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and;

    2) Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in non-renewal of their lease.

- At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by RHA's recertification area) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.

- If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with RHA to make up the deficient hours over the next twelve- (12) month period or certify that the non-compliant family member is no longer in the household.

5. Change in exempt status:

   - If, during the twelve- (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the management office and provide documentation of such.

   - If, during the twelve- (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the management office. RHA will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

C. RHA OBLIGATIONS

1. To the greatest extent possible and practicable, RHA will:

   - Provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. (According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to perform community service is not necessarily exempt from the Community Service requirement).

   - Provide opportunities for volunteer service or self-sufficiency programs.

2. RHA offices will provide the family with: Community Service Exemption Certification Form (See RHA Form #115; "Exhibit 1"); Community Service Compliance Certification Form (See RHA Form #109; "Exhibit 2"); Record and Certification of Community Service and Self-Sufficiency Activities Form (See RHA Form # 110; "Exhibit 3"); and Caretaker Verification for Community Service Exemption Form (See RHA Form # 141; "Exhibit "6"), attached, and a copy of this policy at initial application and at lease execution.

3. RHA's Executive Director or their designee will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Grievance Procedure if they disagree with RHA's determination.

4. Non-compliance of family member. The responsibility for enforcement will be with the RHA.

   - At least thirty (30) days prior to annual re-examination and/or lease expiration, RHA will begin reviewing the exempt or non-exempt status and compliance of family members.

- If RHA finds a family member to be non-compliant, the RHA will enter into an agreement with the non-compliant member and the head of household to make up the deficient hours over the next twelve- (12) month period. (RHA Form #116; "Exhibit 4" and RHA Form #114 "Exhibit 5" attached).

- If, at the next annual reexamination, the family member still is not compliant, the lease will not be renewed and the entire family would be issued a 30-day notice to vacate by the RHA, unless the non-compliant member agrees to move out of the unit and a new lease is signed with the family amending its composition accordingly.

- The family may use the Grievance Procedure to appeal the lease termination, after attending a private conference with the RHA representative.

Enforcement Determinations and Documentation

RHA is required to initiate due process (see 24 CFR 966.53(c)) against households failing to comply with lease requirements including CSSR. When initiating due process, the following procedural safeguards are required:

- Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

- Right of the tenant to be represented by counsel;

- Opportunity for the tenant to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and,

- A decision on the merits.

D. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is further defined, in addition to the exemption definitions described above, as:

- Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.

These economic self-sufficiency programs can include:

- Job training,

- Employment counseling,

- Work placement,
- Basic skills training,
- Education,
- English proficiency,
- Workfare,
- Financial or household management,
- Apprenticeship, or
- Any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

In addition to the HUD definition above, the RHA definition includes any of the following:

- Participating in the Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan or,
- Other activities as approved by the RHA on a case-by-case basis.

The RHA will give residents the greatest choice possible in identifying community service opportunities.

The RHA will consider a broad range of self-sufficiency opportunities.

F. FORMS

The following forms shall be used to process and account for community service requirements.

Robersonville Housing Authority

P.O. Box 637, 106 NW Railroad Street, Robersonville, NC 27872
Telephone ✦ Fax

EXECUTIVE DIRECTOR

Mike Williams

ATTACHMENT "A"

Dear Mr./Ms.

Congratulations, and welcome to the Robersonville Housing Authority (RHA) Public Housing Program. We are happy that you have selected the RHA as your primary place of residency. We want to make every effort to ensure that your housing experience with us is safe, decent and above all, amicable. However, this can only be accomplished through our joint efforts. Therefore, we need your assistance.

During your Public Housing Orientation, the RHA staff, informed you about certain provisions of your lease; i.e. tenant obligations and landlord obligations; both of which must be followed in order to create the kind of housing experience you can enjoy. One of your obligations is the performance of 8 hours of community service. Housing and Urban Development (HUD) has mandated that every adult member of the household who is 18 years old or older who is not exempt from the following criteria MUST complete 8 hours of community service. The only persons who would not be required to complete these hours are persons who are:

- 62 years old or older
- Blind or disabled or caretaker of such individual
- Engaged in work activities (ask your manager for a list of qualified work activities)

If you need to know if you are or are not required to perform these 8 hours of community service a month, you should contact your public housing manager as soon as possible. He or she will be glad to provide you with the necessary paperwork to fulfill the Mandatory Community Service Requirements.

Your failure to complete this HUD-Mandatory Community Service requirement could result in the refusal to renew your lease or eviction. Please, let's make every effort to keep you in compliance with the requirements of your lease.

Any questions, explanations or clarifications should be addressed with your manager. Again, thank you for your cooperation in this matter.

Sincerely,

Manager's name

EQUAL HOUSING OPPORTUNITY

Robersonville Housing Authority
P.O. Box 637, 106 NW Railroad Street, Robersonville, NC 27872
Telephone ✦ Fax

EXECUTIVE DIRECTOR

Mike Williams

I, _____, hereby certify that I received a copy of the Robersonville Housing Authority (RHA) Community Service and Self-Sufficiency Requirement Policy regarding community service performed by every eligible household member 18 to 62 years of age. I understand that unless the resident enters into an agreement to comply with community service requirements, the resident's lease will not be renewed at the end of the term.

I also understand that I am to report any changes regarding my household standards such as employment, school and/or disability, etc. I understand that RHA will verify and keep a log of all eligible residents of their community service hours.

_____ _____
Applicant Date

_____ _____
Spouse Date

_____ _____
Co-Head of Household Date

_____ _____
RHA Staff Member Date

Robersonville Housing Authority
P.O. Box 637, 106 NW Railroad Street, Robersonville, NC 27872
Telephone ✦ Fax

EXECUTIVE DIRECTOR

Mike Williams

ATTACHMENT "B"

Annual Renewal at Recertification

Community Services and Self-Sufficiency Requirement Certification
For Non-Exempt Individuals

Date:
Participant Name:

I understand that as a resident of public housing, I am required by law to contribute 8 hours per month of community service or participate in an economic self-sufficiency program. I certify I have complied with this requirement.

Signature: _____
Date of Signature: _____

EQUAL HOUSING OPPORTUNITY

Robersonville Housing Authority

P.O. Box 637, 106 NW Railroad Street, Robersonville, NC 27872
Telephone ✦ Fax

EXECUTIVE DIRECTOR

Mike Williams

Community Service Compliance Certification

I/We hereby certify that I/We have received a copy of, have read and understand the contents of the Robersonville Housing Authority's Community Service/Self Sufficiency Policy.

I have received and read the Community Services and Self Sufficiency Requirement. I understand that as a resident of public housing, I am required by law to contribute 8 hours per month of community service or participate in an economic self-sufficiency program. I further understand that if I am not exempt, failure to comply with CSSR is grounds for lease nonrenewal. My signature below certifies I received notice of this requirement at the time of initial program participation.

I/We understand that this is a requirement of the Quality Housing and Work Responsibility Act of 1998 and that if I/We do not comply with this requirement, our lease will not be renewed and I/We will be evicted.

Head of Household's Name	Date
Spouse's Name	Date
Co-Head of Household's Name	Date
Manager's Name	Date

Robersonville Housing Authority

P.O. Box 637, 106 NW Railroad Street, Robersonville, NC 27872
Telephone ✦ Fax

EXECUTIVE DIRECTOR

Mike Williams

Community Service Exemption Certification

I, _____, certify that I am eligible for an
(Tenant's Name)

exemption from the Community Service requirement for the following reason:

- ❑ I am 62 years old or older
- ❑ I have a disability which prevents me from working (Certification of Disability Form will serve as documentation)
- ❑ I am currently working (employment verification form will serve as documentation)
- ❑ I am participating in a Welfare to Work Program (must provide verification letter from agency)
- ❑ I am receiving TANF and am participating in a required economic self-sufficiency program or work activity (Must provide verification from the funding agency that you are complying with job training or work requirements)
- ❑ I am a full time student (Must provide verification letter from institution attending)

_____ _____
Tenant's Name Date

_____ _____
Manager's Name Date

Robersonville Housing Authority

P.O. Box 637, 106 NW Railroad Street, Robersonville, NC 27872
Telephone ✦ Fax

EXECUTIVE DIRECTOR

Mike Williams

Date: _____

Name: _____
Address: _____
City, State, Zip: _____

Dear

It has come to my attention that you have failed to complete the mandatory Community Service hours that are expected of you. Your failure to complete these hours can result in your being evicted from the Robersonville Housing Authority (RHA) public housing program.

To avoid eviction, please contact me as soon as possible to resolve this matter.

Please remember that this is a HUD-mandatory requirement and 8 hours a month must be completed. You may pick up a Community Service form at my office.

If you have any questions or need additional information, please contact me.

Sincerely,

Property Manger

Robersonville Housing Authority

CHANGE IN STATUS FORM

COMMUNITY SERVICE / SELF-SUFFICIENCY

Name (print) Date Submitted

_____ _____

Full Address

_____

City/State/Zip

_____

I need to report a change of: (check the one that applies to you)

- ❒ a – Non-compliant become exempt
- ❒ b – Exempt becomes non-exempt

ROBERSONVILLE HOUSING AUTHORITY

COMMUNITY SERVICE FORM

Date Received	Agency/Business/Org.	Month for which hours completed	# of Hours Performed

Robersonville Housing Authority

P.O. Box 637, 106 NW Railroad Street, Robersonville, NC 27872
Telephone ✦ Fax

EXECUTIVE DIRECTOR

Mike Williams

Date: _____

Tenant's Name: _____ Address: _____

****NOTICE*****

Federal law requires adult residents of public housing to provide eight (8) hours of community service or to receive eight (8) hours of self-sufficiency training as a condition for retaining their tenancy. This form should be signed by the supervisor of the organization/agency for whom service was provided or by the instructor where training was given each time service or training was provided.

Additional verification forms are available from the main office. Please retain and submit all completed verification forms as part of your annual recertification.

DATE	COMPANY NAME & ADDRESS	HOURS	SUPERVISOR/INSTRUCTOR
			Print:
			Signature:
			Business Contact #:
			Print:
			Signature:
			Business Contact #:
			Print:
			Signature:
			Business Contact #:
			Print:
			Signature:
			Business Contact #:
			Print:
			Signature:
			Business Contact #:
	Total		

Submitted by: _____ Date: _____

FOR RHA OFFICE USE ONLY	
Manager's Signature:	Date:

Chapter 16

PROGRAM INTEGRITY

INTRODUCTION

RHA is committed to assure that the proper level of benefits is received by all tenants, and that housing resources reach only income-eligible families so that program integrity can be maintained.

RHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines the RHA's policies for the prevention, detection and investigation of program abuse and tenant fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will RHA undertake an inquiry or an audit of a tenant family arbitrarily or retaliatory. RHA's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. RHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, RHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor tenants' lease obligations for compliance and, when indicators of possible abuse come to RHA's attention, to investigate such claims.

RHA will initiate an investigation of a tenant family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. RHA will follow up on referrals from other agencies, companies or persons which are received by mail, or in person, which allege that a tenant family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the tenant file.

Internal File Review. A follow-up will be made if RHA staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, RHA's knowledge of the family, or is discrepant with statements made by the family.

Verification or Documentation. A follow-up will be made if RHA receives independent verification or documentation which conflicts with representations in the tenant file (such

as public record information or credit bureau reports, reports from other agencies).

B. STEPS RHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and tenant families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant families.

Things You Should Know. The program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the PHA's expectations for cooperation and compliance.

Program Orientation Session. Mandatory orientation sessions will be conducted at the time of lease-up for all households at the time of initial occupancy. At the conclusion of the session, the family will confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. RHA will routinely provide tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and explanation of Forms. RHA will explain all required forms and review the contents of all (re)certification documents prior to signature.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

Third-Party Verifications. RHA will use third party verification whenever possible, and if using tenant supplied or other documents for verification purposes, RHA will document the attempts to obtain third party verification.

C. STEPS RHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

RHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent recertifications, each tenant file will be reviewed. Such reviews shall include, but are not limited to:

- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file Documents.
- Third party and other verifications
- Differences between reported income and expenditures.
- Review of signatures for consistency with previously signed file documents.

Observation. RHA Management and Occupancy Staff (to include maintenance personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins may be reviewed by Management and Staff.

State Wage Data Record Keepers: Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made in order to detect unreported wages or unemployment compensation benefits.

Use of UIV/EIV and Third-Party Computer Matching Verification: RHA shall use the Enterprise Income Verification and other computer matching systems for the determination of income, and other information that is available through computer matching. RHA will verify the existence of the families in EIV and use the HUD reports in the system to further confirm accuracy for RIM.

Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

At the time of eligibility determination for waiting list and/or later for eligibility

When a tenant's expenditures exceed his/her reported income, and no plausible explanation is given.

D. RHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

RHA staff will encourage all tenant families to report suspected abuse. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The Property Manager or other RHA staff will not follow up on allegations that are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine:

If the subject of the allegation is a tenant of RHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if RHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the Property Manager, Eligibility Specialist, or other appropriate personnel will initiate an investigation to determine if the allegation is true or false.

E. HOW RHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If RHA determines that an allegation or referral warrants follow-up, the staff person who is responsible for the file will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, RHA will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.

Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to RHA's review.

Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, RHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage,

divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Interviews with Head of Household or Family Members. RHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHA office. A high standard of courtesy and professionalism will be maintained by the RHA Staff Person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY RHA

Documents and other evidence obtained by RHA during the course of an investigation will be considered "work product" and will either be kept in the tenant file, or in a separate "work file." In either case, the tenant file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among RHA Staff unless they are involved in the process, or have information that may assist in the investigation.

G. CONCLUSION OF RHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to his/her supervisor or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

H. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, RHA will review the facts to determine:

- The type of violation (Procedural, non-compliance, fraud).
- Whether the violation was intentional or unintentional.
- What amount of money (if any) is owed by the tenant.
- Is the family eligible for continued occupancy.

I. ACTION PROCEDURES FOR VIOLATIONS THAT HAVE BEEN DOCUMENTED

Once a program violation has been documented, RHA will propose the most appropriate remedy based upon the type and severity of the violation.

Procedural Non-compliance

This category applies when the tenant "fails to" observe a procedure or requirement of RHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family.

Examples of non-compliance violations are:

- Failure to appear at a pre-scheduled appointment.

- Failure to return verification in time period specified by RHA.

Warning Notice to the Family. In such cases a notice will be sent to the family which contains the following:

- A description of the non-compliance and the procedure, policy or obligation which was violated.

- The date by which the violation must be corrected, or the procedure complied with.

- The action that will be taken by RHA if the procedure or obligation is not complied with by the date specified by RHA.

- The consequences of repeated (similar) violations.

Procedural Non-compliance - Retroactive Rent
When the tenant owes money to RHA for failure to report changes in income or assets, RHA will issue a Notification of Underpaid Rent. This Notice will contain the following:

- A description of the violation and the date(s).

- Any amounts owed to the RHA.

- The right to disagree and to request an informal hearing with instructions for the request of such hearing.

Tenant Fails to Comply with RHA's Notice. If the Tenant fails to comply with RHA's notice, and a material provision of the lease has been violated, RHA will initiate termination of tenancy.

Tenant Complies with RHA's Notice. When a tenant complies with RHA's notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision which was violated. The staff person will document to the tenant file that the tenant has complied.

Intentional Misrepresentations

When a tenant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the tenant, RHA will evaluate whether or not:

- the tenant had knowledge that his/her actions were wrong, and

- that the tenant willfully violated the lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certification, briefing certificate, and *Things You Should Know* are adequate to establish knowledge of wrong-doing.

The tenant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the tenant of the misrepresentation.

- That the act was done repeatedly.

- If a false name or Social Security Number was used.

- If there were admissions to others of the illegal action or omission.

- That the tenant omitted material facts which were known to them (e.g., employment of self or other household member).

- That the tenant falsified, forged or altered documents.

- That the tenant uttered and certified to statements at a rent (re)determination which were later independently verified to be false.

The Tenant Conference for Serious Violations and Misrepresentations

When RHA has established that material misrepresentation(s) have occurred, a Tenant Conference will be scheduled with the family representative and the RHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by RHA. The purpose of such conference is to review the information and evidence obtained by RHA with the tenant, and to provide the tenant an opportunity to explain any document findings which conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by RHA. The tenant will be given 5 days to furnish any mitigating evidence.

A secondary purpose of the Tenant Conference is to assist RHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, RHA will consider:

- The duration of the violation and number of false statements.
- The tenant's ability to understand the rules.
- The tenant's willingness to cooperate, and to accept responsibility for his/her actions.
- The amount of money involved.
- The tenant's past history.
- Whether or not criminal intent has been established.
- The number of false statements.

Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, RHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

Criminal Prosecution: If RHA has established criminal intent, and the case meets the criteria for prosecution, RHA may:

Refer the case to HUD's OIG, and terminate rental assistance.

Administrative Remedies: RHA may:

- Terminate tenancy and demand payment of restitution in full.

- Terminate tenancy and execute an administrative repayment agreement in accordance with the RHA's Repayment Policy.

- Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with RHA's Repayment Policy.

Notification to Tenant of Proposed Action

RHA will notify the tenant of the proposed action no later than 10 days after the tenant conference by mail.

Chapter 17

CRIMINAL RECORDS and RECORDS MANAGEMENT POLICY

INTRODUCTION

In the course of its regular operations, RHA comes into possession of criminal records, as well as other documents related to criminal offenses of applicants (i.e. drug and alcohol abuse treatment documentation). While necessary to accomplish Housing Authority business, these records must be maintained securely and kept from improper use.

The Housing Authority may also be called upon to perform criminal record and other record checks regarding applicants or tenants for housing that receives federal assistance from RHA. RHA shall maintain the records received for these residents or applicants in the manner prescribed in this policy.

A. ACQUISITION

All adult applicants shall complete the Release of Information Form authorizing the release of criminal record history to the Authority upon applying for housing, or at any time an existing resident household wishes to add an adult member to the lease. A Release of Information Form authorizing the release of criminal record history is also required for a live-in-aide to be permitted in the household. Through its cooperative agreement with the Police Department, and/or Tenant PI, a check of police records will be made. This check is done for the purpose of screening adult applicants for housing.

All requests for criminal records and records relating to criminal history shall be sent to the program staff. Only the designated program staff, appropriate personnel, and the Hearing Officer, shall have access to these records. The program staff, appropriate personnel, and Hearing Officer shall discuss the records with other Authority employees only as required to make a housing decision.

B. MAINTENANCE

The Authority will keep all criminal records or records relating to criminal history that are received confidential. These records will be used only to screen applicants for housing or to pursue evictions. The records will not be disclosed to any person or entity except for official use in the application process, hearing process, in accordance with the regulations, and/or in court proceedings. No copies will be made of the records except as required for official or court proceedings.

Criminal records or records relating to criminal history status are maintained in the applicant or resident file in a secured area, or will be maintained in a separate file in a secured area. These files are maintained in locked cabinetry in a secured office with limited access. The program staff and appropriate personnel are the only employees having access to the cabinet or to the office.

C. DISPOSITION

The records shall be disposed of within the policies of the RHA. If contested, the police records shall be retained until all issues are resolved. In the event eligibility is denied, the records will be destroyed 3 years after determination of ineligibility or at the conclusion of 60 calendar days for a determination of eligibility, whichever is applicable for the case, after such time is afforded the applicant or resident the opportunity a hearing. The 60 calendar days may be extended in order to complete an action underway (i.e. Hearing, court proceeding, fair housing requirements, etc.), but the record will be destroyed upon finalization of action.

D. PRIVACY PROTECTION on RECORDS (PIH 2010-15 and update PIH 2014-10)

Overview

RHA is responsible for safeguarding personally identifiable information (PII) required by HUD and preventing potential breaches of this sensitive data. RHA and HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects RHA and other parties who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

General HUD program requirements are set forth in 24 C.F.R. Part 5. Compliance with the Privacy Act and other requirements for grants and contracts is spelled out in 24 C.F.R. § 5.212 which states:

> i) *Compliance with the Privacy Act*. The collection, maintenance, use, and dissemination of SSNs, EINs, any information derived from SSNs and Employer Identification Numbers (EINs), and income information under this subpart shall be conducted, to the extent applicable, in compliance with the Privacy Act (5 U.S.C. 552a) and all other provisions of Federal, State, and local law.
>
> ii) *Privacy Act Notice*. All assistance applicants shall be provided with a Privacy Act notice at the time of application. All participants shall be provided with a Privacy Act notice at each annual income recertification. The Federal Acquisition Regulation (FAR), 48 C.F. R. Subpart 1524.1, sets forth that compliance with the requirements of the Privacy Act be included in HUD contracts at clause 52.224-2.

Personally Identifiable Information (PII)

The PII is defined in OMB M-07-16 as ". . . information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc."

Sensitive Personally Identifiable Information

Sensitive Personally Identifiable Information is defined as PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver's license numbers, medical records, and financial account numbers such as credit or debit card numbers.

Guidance on Protecting Sensitive Privacy Information

The Privacy Act requires that federal agencies maintain only such information about individuals that is relevant and necessary to accomplish its purpose. The Privacy Act also requires that the information be maintained in systems or records – electronic and paper – that have the appropriate administrative, technical, and physical safeguards to protect the information, however current. This responsibility extends to contractors and RHA, who are required to maintain such systems of records by HUD.

RHA will take the following steps to help ensure compliance with these requirements:

i) Limit Collection of PII

(1) Do not collect or maintain sensitive PII without proper authorization. Collect only the PII that is needed for the purposes for which it is collected.

ii) Manage Access to Sensitive PII

(1) Only share or discuss sensitive PII with those personnel who have a need to know for purposes of their work. Challenge anyone who asks for access to sensitive PII for which you are responsible.

(2) Do not distribute or release sensitive PII to other employees, contractors, or other third parties unless you are first convinced that the release is authorized, proper and necessary.

(3) When discussing sensitive PII on the telephone, confirm that you are speaking to the right person before discussing the information and inform him/her that the discussion will include sensitive PII.

(4) Never leave messages containing sensitive PII on voicemail.

(5) Avoid discussing sensitive PII if there are unauthorized personnel, contractors, or guests in the adjacent cubicles, rooms, or hallways who may overhear your conversations.

(6) Hold meetings in a secure space (i.e., no unauthorized access or eavesdropping possible) if sensitive PII will be discussed and ensure that the room is secured after the meeting.

(7) Treat notes and minutes from such meetings as confidential unless you can verify that they do not contain sensitive PII.

(8) Record the date, time, place, subject, chairperson, and attendees at any meeting involving sensitive PII.

iii) Protect Hard Copy and Electronic Files Containing Sensitive PII

(1) Clearly label all files containing sensitive PII by placing appropriate physical labels on all documents, removable media such as thumb drives, information systems, and application. **Examples of appropriate labels might include " For Official Use Only" or " For (Name of Individual/Program Office) Use Only."**

(2) Lock up all hard copy files containing sensitive PII in secured file cabinets and do not leave unattended.

(3) Protect all media (e.g., thumb drives, CDs, etc.,) that contain sensitive PII and do not leave unattended. This information should be maintained either in secured file cabinets or in computers that have been secured.

(4) Keep accurate records of where PII is stored, used, and maintained.

(5) Periodically audit all sensitive PII holdings to make sure that all such information can be readily located.

(6) Secure digital copies of files containing sensitive PII. Protections include encryption, implementing enhanced authentication mechanisms such as two factor authentication and limiting the number of people allowed access to the files.

(7) Store sensitive PII only on workstations that can be secured, such as workstations located in areas that have restricted physical access.

iv) Protecting Electronic Transmissions of Sensitive PII via fax, email, etc.

(1) When faxing sensitive PII, use the date stamp function, confirm the fax number, verify that the intended recipient is available, and confirm that he/she has received the fax. Ensure that none of the transmission is stored in memory on the fax machine, that the fax is in a controlled area, and that all paper waste is disposed of properly (e.g., shredded). When possible, use a fax machine that uses a secure transmission line.

(2) Before faxing PII, coordinate with the recipient so that the PII will not be left unattended on the receiving end.

(3) When faxing sensitive PII, use only individually-controlled fax machines, not central receiving centers.

(4) Do not transmit sensitive PII via an unsecured information system (e.g., electronic mail, Internet, or electronic bulletin board) without first encrypting the information.

(5) When sending sensitive PII via email, make sure both the message and any attachments are encrypted.

(6) Do not place PII on shared drives, multi- access calendars, the Intranet, or the Internet.

v) Protecting Hard Copy Transmissions of Files Containing Sensitive PII

(1) Do not remove records about individuals with sensitive PII from facilities where HUD information is authorized to be stored and used unless approval is first obtained from a supervisor. Sufficient justification, as well as evidence of information security, must been presented.

(2) Do not use interoffice or translucent envelopes to mail sensitive PII. Use sealable opaque solid envelopes. Mark the envelope to the person's attention.

vi) Records Management, Retention and Disposition

(1) Follow records management laws, regulations, and policies applicable within your jurisdiction.

(2) Ensure all RHA locations and all entities acting on behalf of the Authority are managing records in accordance with applicable laws, regulations, and policies.

(3) Include records management practices as part of any scheduled oversight protocols.

Chapter 18

SECURITY DEPOSITS

INTRODUCTION

Tenant security deposits are required to minimize collection losses and to encourage tenants to leave their apartments clean and in good condition when they vacate.

A. SECURITY DEPOSIT AMOUNT

The security deposit for RHA shall be $200 at the time of lease-up.

Security deposits for current residents will remain at amount applicable when they moved in.

RHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

B. PAYMENT AGREEMENT

Security deposits are due and payable at the time of move-in. RHA allows residents moving in , to pay the security deposit in more than one payment. The resident may pay the security deposit in eight equal installments of $25 not to exceed an 8-month period, beginning with the first installment payment made at the time of move-in. The payments thereafter shall be made when the rent is paid.

C. ADDITIONAL SECURITY DEPOSIT PROCEDURES

The security deposit amount will be held by RHA until the termination of the resident's lease and vacate of the unit by the resident. After vacate and inspection, the security deposit may be returned to the resident if:

1) There is no unpaid rent or other charges.

2) The unit, exterior surroundings, and all equipment therein is left clean.

3) There is no breakage or damage that is not due to normal wear and tear.

4) There is no equipment missing.

5) The security deposit for cases of unauthorized wallpapering or painting will be fully refundable should the resident restore the unit back to original condition with normal wear and tear accepted.

Refund of Security Deposit

RHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:

- Unpaid Rent;
- Damages listed on the Move-Out Inspection Report that exceeds normal wear and tear;
- Other charges under the Lease.

RHA will provide the tenant or designee identified above with a written list of any charges against the security deposit. If the tenant disagrees with the amount charged to the security deposit, RHA will provide a meeting to discuss the charges.

RHA will refund the Security Deposit less any amounts owed, within 30 days with a possible extension of 30 days not to exceed a total of 60 days due to extenuating circumstances after move out and tenant's notification of new address.

D. TRANSFER OF SECURITY DEPOSIT

If a resident transfers, the original security deposit transfers. The resident will pay for all the damages from the previous unit.

(4) Do not maintain records longer than required.

(5) Destroy records after retention requirements are met.

(6) Dispose of sensitive PII appropriately – use cross-cut shredders or burn bags for hard copy records and permanently erase (not just delete) electronic records.

vii) Incident Response

(1) Supervisors should ensure that all personnel are familiar with reporting procedures.

(2) Promptly report all suspected compromises of sensitive PII related to HUD programs and projects to the Executive Director.

Chapter 19

EVICTION POLICY AND PROCEDURES

A. OVERVIEW

The eviction of a resident from Public Housing, Section 202/8, or affordable housing program as operated by the RHA is a serious matter. Eviction is not the preferred method of resolving agency or resident problems. However, when all other reasonable efforts have failed, resident eviction becomes necessary to enforce reasonable rules and regulations of the agency and to ensure that the individual rights of the resident population as a whole are protected.

This eviction policy and procedure IS IN ADDITION TO AND INTENDED TO SUPPLEMENT AND CLARIFY THE ALLOWED GROUNDS FOR EVICTION UNDER THE LEASE(S) and the Admission and Occupancy Policies.

B. CAUSES FOR EVICTION

Tenancy may be terminated for **serious** and/or **repeated** violation of material terms of the lease agreement. The most common causes of lease termination are as follows:

1. Failure to pay rent
2. Failure to pay charges other than rent (maintenance repair costs, late fees, repayment agreements, or other charges as applicable)
3. Drug-related criminal activity on or off RHA premises
4. Disruptive, violent, or criminal behavior that threatens the health, safety or right to peaceful enjoyment of the premises
5. Unit damage/destruction
6. Failure to maintain the unit in a decent, safe and sanitary condition
7. Assignment of lease, subletting of premises, or providing accommodations for persons not on the lease
8. Failure to appear for scheduled appointments or failure to provide information to management for continued occupancy recertifications ("family obligations")
9. Permitting individuals that are banned from the property to visit, or reside on the property.

Note: The above listing is not all inclusive of evictable violations. Violation of any material term of the lease agreement may be grounds for lease termination/eviction.

Evictions are to be based solely upon documented facts.

C. DOCUMENTATION AND PROCESSING THE REQUEST FOR EVICTION

Documentation Sources

The program staff person prior to filing any action with the Courts shall present all documentation regarding the tenant(s) failure to uphold the material terms of the lease to his/her Supervisor. Documentation must clearly support the need for eviction. Documentation must show that all other reasonable efforts to resolve the problem and to enforce the rules and regulations have been made by the program staff, and/or other RHA staff as applicable (i.e. Inspectors, Hearing Officers, Resident Services), **or** that the seriousness of such offense requires immediate action. Documentation may consist of one or more of the following items:

- Proof of arrest or a preponderance of evidence (Note: Conviction of crime is not necessary for eviction)
- Incident Report or other written statement from law enforcement
- Written statements from credible neighbors and/or residents
- Written statements from RHA staff acting as eye-witnesses
- Photographic evidence
- UPCS Inspection Report, maintenance inspection, maintenance work order
- Prior written warnings from Property Manager (Written warnings must quote the applicable lease provision violated).

CAUTION: Attention should be given to the Witness's/Complainant's credibility, motivation, and source(s) of documentation provided.

Note: In the event that the eviction is for violation of health/safety (commonly referred to as "housekeeping") or for tenant damages, tenants must have been afforded the opportunity to pay the costs for repairs and failed to do so or other follow-up procedures (re-inspections, referral of tenant to outside service agencies for assistance) have failed to remedy the deficiency.

Presentation of Documentation

In "packaging" the documentation for presentation to the Supervisor, the program staff Manager shall prepare a statement requesting review of documents for eviction and summarizing the documentation available supporting his/her request to evict setting forth the reason for the proposed eviction, outlining relevant supporting documentation including dates/times as applicable. The statement shall be attached to the supporting documentation (photographs, Incident Reports, etc.).

The complete tenant file shall be delivered for presentation to the Supervisor with the packaged documents securely placed as the top item on the right-hand side of the tenant file. The Supervisor will review the documentation and the file and will return the file to the program staff with authorization to proceed to evict or will disapprove the file and provide rational (based on regulation, policy, or current RHA procedure) for the disapproval and provide to the program staff any recommendation for follow-up or for additional documentation as may be needed.

In no event shall a supervisor approve a request to evict without the packaged documentation (proof of need) or without the complete tenant file (in order to provide opportunity to review past tenant history and past management action).

D. TYPES OF EVICTION NOTICES AND FILING PROCEDURES

Non-Payment of Rent

Notice (*Notice of Charges Due*) shall be served for delinquency of rent. Notice may be served by (a) Personal Service (with Notice delivered personally to Head of Household and witnessed by other RHA personnel) or mailed first class, (b) Substitute Service (with Notice delivered personally to family member over the age of 18 years), or (c) Conspicuous Service (with Notice adhered to premise door).

14-Day Notice	All Conventional Public Housing

Lockout paperwork (*Affidavit of Complaint for Summery Eviction*) shall be filed with the appropriate jurisdictional Court and with the Constable/Designee in the event payment is not received in full prior to the Notice deadline.

30-Day Notice for Lease Violations

For general lease violations not inclusive of drug or criminal activity or activity posing an extreme threat to health/safety, a 30-Day Notice is served to the resident household (*30-Day Notice of Violation of Lease and Intent to Terminate*) citing the provision(s) of the Lease violated.

The 30-Day Notice must be served with the applicable programmatic Grievance Procedure included in the Notice.

The Notice and Grievance Procedure may be served by (a) Personal Service or first class mail, (b) Substitute Service, or (c) Conspicuous Service. A copy of the Notice for a Grievance is included in the notice.

In the event the resident grieves the action (in compliance with the Grievance Procedure or Court), the Eviction is stayed until such time as a decision is rendered.

In the event the resident does not grieve the action and the Notice period elapses, or, in the event the resident grieves the action and the Hearing or Court results in a recommendation to proceed with the Eviction and the Notice period has elapsed, the Property Manager shall file action with the Court requesting removal of the family and release of the unit (*5 Day Unlawful Detainer or Writ of Possession*).

In the event the resident does not vacate once the allotted time have elapsed, the Property Manager shall file for lockout with the appropriate jurisdictional Court.

Criminal Activity (Expedited Process)

As stated in the RHA "One Strike and You're Out" Policy, any person who while a resident of the Authority is found to have engaged in one of more of the following specified criminal offenses or disruptive behaviors on any property owned by the Authority, or in the case of drug-related criminal activity committed any violation whether or not such offense was committed on or off Authority property, the resident, tenant and/or the entire household *shall be evicted* from the Authority dwelling unit. For the purposes of this section, proof of engaging in or committing a prohibited act shall not require a formal court proceeding or conviction, but rather may be based solely upon evidence of arrest for a proscribed act or other competent and reliable evidence tending to suggest that such a criminal offense or prohibited act was committed. The criminal activities and other disruptive behaviors that will result in eviction include:

- Any violation (relating to Homicide)
- Any violation (relating to Assault or Battery)
- Any violation (relating to Sexual Battery)
- Any violation (relating to Lewd and Lascivious Behavior)
- Any violation (relating to Robbery, Car Jacking and Home Invasion Robbery)
- Any violation (relating to Weapons and Explosives)
- Any violation (relating to the Possession, Sale or Distribution of Controlled Substances)
- Any violation (relating to Kidnapping and False Imprisonment)
- Any violation (relating to Burglary and Trespass)
- Any violation (relating to Arson and Criminal Mischief)
- Any violation (relating to Child Abuse)
- Any violation (relating to Threats and Extortion)
- Any violation (relating to Disorderly Intoxication)
- Any violation (relating to Disorderly Conduct and Breach of Peace)

- Any other violation of any state or federal law which contains as an element of the offense the use of force or violence, the possession of a controlled substance, or the presence of a state of intoxication or inebriation.
- Any disruptive or dangerous activity or conduct of a person while on Authority property, which is committed while such person is intoxicated or in an inebriated state.

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

3-Day Expedited Notice

3-Day Expedited Notice (*Notice of Violation of Lease with Intent to Terminate*) is served in cases of drug-related criminal activity, criminal activity, or any activity of an extreme nature that pose a threat to the health/safety of others including but not limited to a threat to the safety of staff.

The 3-Day Expedited Notice may be served without any Grievance Procedure securely attached to the Notice. The Grievance Procedure states that for lease violations involving drug related criminal activity, criminal activity, or any activity of an extreme nature, there is no RHA formal grievance hearing process granted by RHA. Any response the resident shall make in regard to such Notice shall be made to the court of law in the jurisdiction in which the Notice was issued.

The Notice and Grievance Procedure may be served by (a) Personal Service or first class mail, (b) Substitute Service, or (c) Conspicuous Service.

In the event the resident does not vacate the unit within the 3-Day Notice period, the program staff shall file action with the Court requesting removal of the family and release of the unit (3-*Day Unlawful Detainer or Writ of Possession*).

In the event the resident does not vacate the premises once the three (3) days have elapsed under the *Unlawful Detainer or Writ of Possession*, the program staff shall file for lockout with the appropriate jurisdictional Court.

E. ACCEPTANCE OF PAYMENTS DUE WHILE UNDER EVICTION

Evictions for Non-Payment: No payments may be accepted by RHA, its agents or employees, for charges due under the lease agreement (including rent, late fees, maintenance charges, etc.) *except* when payment is for charges in full*.

Acceptance of funds, whether payment in full or partial payment, negates the eviction and halts all eviction actions and process.

*RHA will not accept personal or private third party checks in matters of eviction for non-payment. If the resident desires to cease the eviction action through payment of all charges, payment must be made by money order. (Third party checks are acceptable from known social service agencies.)

Evictions for Other than Non-Payment: No payments may be accepted by RHA, its agents or employees, for charges due under the lease agreement (including rent, late fees, maintenance charges, etc.) *including* when payment is for full charges. *However, s*uch payment may be requested to be paid to the Court by either the Court or the lessee, and held in escrow pending the outcome of the Court's decision.

F. DECISIONS OF THE COURT

In matters of eviction, all evictions pursued by RHA are subject to civil law including evictions for drug-related or criminal activity.

The decisions of the presiding Court shall be considered final in all matters of eviction unless through Administrative Review it is found that staff has erred or other similar mitigating circumstances prevail. In cases wherein the decision of the Court is subject to reversal, the complete file (hard copy of tenant file, all eviction documentation) shall be presented to the Executive Director for review and decision. Only the Executive Director may reverse a decision of the Court and reinstate an evicted household.

G. TERMINATIONS PROTECTED BY VAWA

Criminal Activity directly relating to domestic violence, dating sexual assault, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of the tenancy or occupancy rights, if the tenant or an affiliated individual of the tenant's family is the victim of threatened victim of that domestic violence, sexual assault, sexual assault or stalking.

The RHA may bifurcate the lease to terminate assistance to remove a lawful occupant or tenant who engages in criminal acts of violence to a family members or others without terminating assistance/evicting victimized lawful occupants.

Chapter 20

EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE

INTRODUCTION

EMERGENCY TRANSFERS

The Robersonville Housing Authority (RHA) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), RHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability of RHA to honor such request for tenants currently receiving rental assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether RHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the Department of Housing and Urban Development (HUD), the Federal agency that oversees that Public Housing is in compliance with VAWA.

Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, sexual orientation, disability, or age.

A. ELIGIBILITY FOR EMERGENCY TRANSFERS

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer, if:

- The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit;
- The tenant is a victim of a sexual assault, and the sexual assault occurred on the premises within the 90-day period preceding a request for an emergency transfer.

- A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

B. EMERGENCY TRANSFER REQUEST DOCUMENTATION

To request an emergency transfer, the tenant shall notify RHA's management office and submit a written request for a transfer to the main office of RHA.

The tenant's written request for an emergency transfer should include either:

1. A statement expressing why the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under RHA's program.

2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-day period preceding the tenant's request for an emergency transfer.

RHA may request additional documentation from a tenant in accordance with the documentation policies of HUD's regulations at 24 CFR part 5, subpart L.

C. CONFIDENTIALITY

RHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives RHA written permission to release the information, or disclosure of the information is required by law or in the course of an eviction or termination proceeding. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant.

D. EMERGENCY TRANSFER TIMING AND AVAILABILITY

RHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. RHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred.

E. SAFETY AND SECURITY OF TENANTS

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe. The tenant is encouraged to contact the National Domestic Violence Hotline at 1–800–799–7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1–800–787–3224 (TTY).