

**Housing Authority of the
City of Kinston, North Carolina**

**Public Housing
Admissions
And
Continued Occupancy
Plan**

To view this policy, please ask the Receptionist.

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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Kinston Housing Authority, North Carolina is referred to as "PHA" or "Housing Authority" or "KHA" 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 KHA Personnel Policy and KHA's Admissions and Continued Occupancy Policy. The administration of the KHA'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. KINSTON HOUSING AUTHORITY'S MISSION STATEMENT

It is the mission of the KHA to provide affordable housing to eligible people within our community while creating and promoting opportunities for independence, self-sufficiency, and an improved quality of life.

Our organization is committed to teamwork that values integrity, initiative, innovation and trust.

KHA's goals are to maximize housing opportunities for eligible persons, to facilitate opportunities for self-sufficiency of the residents, and to create a team-based environment that promotes communication and development of all employees.

In order to achieve the mission, KHA will

- Recognize residents as our ultimate customer
- Improve KHA management and service delivery efforts through effective and efficient management of KHA staff
- Seek problem-solving partnerships with residents, community, and governmental leadership
- Apply limited KHA resources to the effective and efficient management and operation of the assisted housing programs

B. LOCAL OBJECTIVES

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that KHA 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 KHA's public housing 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 KHA's 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 KHA's jurisdiction.

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

To facilitate the judicious management of KHA's housing inventory, and the efficient management of KHA 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 or familial status.

C. PURPOSE OF THE POLICY

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for KHA 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 KHA.

KHA's Board of Commissioners must approve the original policy and any changes. This required document is provided to HUD with the submission of the Agency Plan.

D. FAIR HOUSING POLICY

Nondiscrimination

It is the policy of KHA 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.

KHA 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

KHA 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.

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

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.

Provide housing that is different than that provided others.

Subject a person to segregation or disparate treatment.

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

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

Deny a person access to the same level of services.

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

KHA 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.

KHA 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, KHA will make such physical or procedural changes as will reasonably accommodate people with disabilities.

KHA 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.

KHA 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, KHA 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 KHA'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, KHA 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 KHA 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, KHA 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))

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- (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.

KHA will not permit these policies to be subverted to do personal or political favors. KHA 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, KHA will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. KHA may issue public announcements of availability to encourage applications for assistance. Among the marketing efforts KHA 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.

KHA 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 Spanish or other languages as required.

Operations

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

Include in the admissions briefings for all KHA 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 KHA and in KHA'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 KHA. KHA shall be particularly conscious of human models used in its publications so as to avoid signaling any sense of discrimination.

KHA shall use the local relay service from the local telephone relay service provider:

North Carolina Relay Service, Dial 7-1-1

As many publications as feasible shall be printed both in English and in Spanish or any other languages as may be commonly spoken within the jurisdiction. KHA will try to employ staff with bi-lingual language capabilities in English and Spanish or any other language as may be commonly spoken within the KHA jurisdiction or maintain a relationship with agencies that can perform 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 KHA, when KHA initiates contact with a family including when a family applies, and when KHA schedules or reschedules appointments of any kind.

It is the policy of KHA 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.

KHA'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 KHA forms and letters to all families, and all requests will be verified so that the KHA 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 KHA, 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 KHA's programs and services, the KHA 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, KHA 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 KHA'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 on the

waiting list who wishes to reside in the available, accessible unit, then the KHA 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 KHA may require the applicant to execute a lease that requires the resident to relocate, at the KHA's expense, to a non-accessible unit within thirty (30) days of notice by the KHA 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 KHA 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 KHA 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 KHA 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.

KHA Policy

The KHA 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 KHA 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.

KHA Policy

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

The KHA 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 KHA 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.

KHA 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 KHA 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 KHA 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 KHA's public housing program and services.

KHA Policy

If it is determined the KHA serves very few LEP persons, and the KHA has very limited resources, the KHA will not develop a written LAP, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. If KHA determines that it serves or is under-serving LEP persons because of language barriers and KHA has the available resources, the KHA will develop a LAP. KHA 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 KHA 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]

KHA operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that KHA is using its resources in a manner that reflects its commitment to quality and service. KHA 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.

KHA is continuously assessing its program and consistently strives to make improvements. The KHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. KHA 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

KHA 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.

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

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

I. QUALITY HOUSING AND WORK RESPONSIBILITY ACT (QHWRA)

KHA 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

KHA'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.

KHA'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 KHA. 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. KHA 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, KHA

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.

KHA 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 he/she 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

KHA 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 KHA's housing sites including names, address of offices and office hours at each facility
- Income limits for admission
- Current schedule of routine maintenance charges
- A copy of the lease
- KHA's grievance procedures (Included in ACOP, Chapter 13)
- A Fair Housing Poster
- An Equal Opportunity in Employment poster
- Current Resident Notices
- Required public notices
- Security Deposit Charges (Included in ACOP, Chapter 18)
- Schedule of Utility Allowances (if applicable)
- Flat Rent Schedule
- Limited English Policy (Included in ACOP, Chapter 1)
- Notice of HUD's mailing address
- PHAS Scores

- Banned List
- Reasonable Accommodation Policy (Included in ACOP, Chapter 1)
- Resident Participation Plan

Chapter 2

ELIGIBILITY FOR ADMISSION

[24 CFR Part 960, Subpart B]

INTRODUCTION

This Chapter defines both HUD's and KHA's criteria for admission and denial of admission to the program. The policy of KHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. KHA staff will review all information provided by the family carefully and without regard to factors other than those provided with the regulation and KHA 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 KHA 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 KHA would be permitted to house police officers or other security personnel under this provision and as contained in the five-year plan, KHA 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 KHA'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 KHA to meet the income-targeting requirement.

Provides a Social Security number (SSN) for all 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.

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 KHA 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 KHA 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 not 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. The spouse is equally responsible for the lease with the Head of Household.

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. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-head

An adult individual with legal status 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 KHA 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 KHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly, or disabled.

KHA 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.

KHA 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.

If the family lacks the documentation necessary to verify the Social Security Number (SSN) of a family member under the age of 6 years, the family will be given a 90 day period to comply. An extension of one additional 90-day period must be granted if the KHA determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside of the control of the applicant.

If the applicant family does not produce the required documentation within the authorized time period, the KHA must impose appropriate penalties, in accordance with 24 CFR 5.218.

The KHA 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 KHA 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 KHA 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 seven immigrant categories as specified by HUD. Those seven 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 KHA 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 or public utilities
- is not on the KHA banned list
- to not commit fraud against any assisted housing program;
- to comply with necessary and reasonable rules and program requirements of HUD and KHA; and,
- to comply with local health and safety codes.

In the event of the receipt of unfavorable information with respect to an applicant, the KHA must consider the time, nature and extent of the applicant's conduct (including the seriousness of the offense). As discussed in Chapter 2-G, the KHA may also need to consider whether the cause of the unfavorable information may be that the applicant is a victim of domestic violence, dating violence or stalking.

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

Previous outstanding debts to KHA 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 unit offer. No Payment Agreement will be accepted at move-in.

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

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

Denial of Admission for Previous Debts to Landlords and Public Utilities

Previous outstanding debts to public utilities or previous landlords shall be paid before the applicant is processed by KHA for a unit to be occupied.

KHA 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 KHA 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 KHA 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, KHA 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 KHA will allow the family any further processing for program benefits.

KHA shall rely upon sources of information which may include, but not limited to, KHA records, the records of other housing authorities, personal interviews with the applicant or tenant, home visits, 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 KHA 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 KHA 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 KHA 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 KHA 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 KHA 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 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 KHA 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.

Grossly 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 KHA shall not admit persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug related criminal activity within the past seven (7) years preceding date of interview. (See also Item 6 below re methamphetamine.)

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

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

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”) be determined eligible for public housing. Such individuals are permanently denied admission to all federally assisted housing programs.

If the person is convicted for murder, rape, and/or other sex-related crimes, kidnapping, arson, production or manufacturing of methamphetamine, or life-time sex offender, the person will be permanently denied admission.

The KHA shall not admit persons whose pattern of illegal use of a controlled substance may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents within the past three (3) years preceding the date of interview.

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

The KHA shall not admit persons that have been engaged in the illegal drug activity within the seven (7) years preceding the date of interview. Persons incarcerated must demonstrate behavior that is acceptable outside of the incarcerated environment for three (3) years.

The KHA 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; however, KHA may consider the type of conviction that caused the probation or parole.

The KHA 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.

In determining the criminal background for admission, the KHA will not deny the family if the member is a “victim” of domestic violence as stated and protected 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 KHA will involve other community and governmental entities in the promotion and enforcement of this policy.

In evaluating evidence of negative past behavior, the KHA 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 KHA will perform

criminal background checks through local law enforcement for all adult household members.

The KHA is required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime 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 PHA 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 PHA may request the applicant to be fingerprinted and will request the information from the National Crime Information center (NCIC).

If the KHA proposes to deny admission based on a criminal record or on lifetime sex offender registration information, the KHA 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 KHA 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.

When the KHA takes any adverse action based on a criminal conviction record, the applicant may request, and the KHA 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

If information is revealed that would cause the KHA 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 KHA's 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 2013 (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 U.S.C. 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 *stalking* 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

KHA Policy

The KHA acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history that would warrant denial under the KHA’s policies. Therefore, if the KHA makes a determination to deny admission to an applicant family on the basis of an unfavorable history, the KHA 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 KHA 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 KHA determines the family is eligible for assistance, no informal hearing will be scheduled and the KHA will proceed with admission of the applicant family.

Perpetrator Removal or Documentation of Rehabilitation

KHA 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 KHA 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.

KHA Confidentiality Requirements

All information provided to the KHA 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 KHA 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 KHA 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.

KHA 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 KHA.

The PHA'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. KHA 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, KHA will screen each applicant household to assess their suitability as renters.

KHA shall rely upon sources of information which may include, but not be limited to, KHA 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.

KHA'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 any 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 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 KHA. 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 PHA staff that would alter the fundamental nature of the PHA's program. [24 CFR 8.3]

Rent Paying Habits

KHA will examine any Housing Authority records from a prior tenancy.

Based upon these verifications, KHA will determine if the applicant was chronically late with rent payments, was evicted at any time (during the past two (2) 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.

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, KHA 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. KHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. 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 KHA; 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. KHA 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 KHA 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 (Veteran, Non-Veteran).

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 PHA procedures, except for a pending PHA 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 KHA will provide the opportunity to review the documents prior to the denial. KHA 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.

KHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by KHA 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 KHA, such as turnover rates, and market demands as they affect bedroom sizes and project location.

Documenting Findings

An authorized representative of KHA 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. HEARINGS

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

J. CRITERIA FOR DECIDING TO DENY ASSISTANCE or TERMINATION

KHA Policy

The KHA 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.

Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

The policy of KHA 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 KHA 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 KHA's programs must complete a written application form when application-taking 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 KHA to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the hearing impaired. The TDD telephone number is 711.

Applications will be accepted Monday through Thursday from 8:00 a.m. to 5:00 p.m. at the Kinston Housing Authority Central Office located at 608 North Queen Street, Kinston, North Carolina.

The application process will involve two phases.

1. The first is the initial application for admission, referred to as the preliminary application. The preliminary application is dated and time stamped and is keyed to the computerized Waiting List management system to secure a place on the Waiting List in accordance with the date and time order, and preference if claimed.
2. The second phase is the final determination of eligibility referred to as the "full application." The full application takes place when the family approaches the top of the Waiting List and is notified for an interview. At this time, KHA ensures that verification of all HUD, State, local, and KHA 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

Applications may be mailed to Out of State applicants or for purposes of reasonable accommodations.

Spanish translation of the application is available for individuals needing a Spanish interpretation of the document.

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

- Names of head of household, spouse/co-head
- 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
- Arrests/Convictions for Drug Related or Violent Criminal Activity
- Lifetime sex Offender Status
- Questions regarding previous participation in HUD programs
- Birth Certificates and other supporting materials
- Picture ID
- If any member has received a Earned Income Disallowance
- Are you in the military/veteran

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

Information on the application will be verified, immediately after the application is taken. Final eligibility will be determined when the application process is completed and all information is verified.

Applicants are required to inform KHA in writing of changes in family composition, income, and address. Applicants are also required to respond to requests from KHA 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.

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 preferences recognized by KHA are that of:

1. **Displaced Preference:** Individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
2. **Persons with Disability:** Families that include a person with disabilities.
3. **Veteran of the U.S. Military:** Families with a head, co-head, or spouse that is a veteran of the United States military service, that wasn't given a dishonorable discharge.
4. **Local Residents:** Applicants who live, work or will be working in Lenoir County. Use of the residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability or age of any member of an applicant family.
5. **All Other Families**

Preferences will be on a weighted scale, applicants will be awarded an additional point for each preference for which they qualify.

The date and time of application will be noted and utilized to determine the sequence within the above prescribed 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 determination of eligibility.

Target Income Requirements

There is one local preference to accommodate the income-targeting requirement in effect based on ranges of income. Applicants will be grouped as follows:

- **Tier I:** Families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year);
- **Tier II:** Families with incomes between 31% and 80% of area median income (the target for this group is 60% of all admissions in any year).

KHA Deconcentration Policy

It is the KHA's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, the KHA may skip families on the waiting list to reach other families with a higher or lower income. The KHA will accomplish this in a uniform and nondiscriminatory manner.

The KHA will affirmatively market its housing to all eligible income groups.

Prior to the beginning of each fiscal year, the KHA will analyze the income levels of the families on the waiting list. Based on the analysis, the KHA will determine the level of marketing strategies and deconcentration incentives to implement.

Deconcentration Incentives

The KHA may offer one or more incentives to encourage applicant families whose income classification would help meet the deconcentration goals of a particular development.

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

Ranking Preference

Method of Applying Preferences

To ensure that KHA admits the statutorily required 40% of applicants per year with incomes in Tier I and, at the same time, does not create concentrations of families by income at any of its properties, KHA will rank applicants within income tiers and apply the date and time, since KHA has no additional preferences. Four out of every ten applicants admitted will be from Tier I. Within the qualifying bedroom sizes, offers will be made by oldest application¹.

- (a) KHA will house applicants from Tiers I and II on the waiting list by selecting the oldest application on file.
- (b) KHA will also offer units to existing residents on the transfer list. Some types of transfers are processed before new admissions and some types of transfers are processed with new admissions. Transfers do not count toward the 40% Tier I requirement.
- (c) KHA will not hold units vacant for non-responsive applicants, nor will it relax

eligibility or screening criteria to admit otherwise unqualified applicants.

Withholding Preferences

KHA will withhold a preference from an applicant if any member of the applicant family is a person evicted from assisted housing during the past three years because of drug-related or criminal activity that threatens the health, safety or peaceful enjoyment of other residents or KHA staff². KHA may grant an admissions preference if it is verified that:

- (a) The evicted person has successfully completed a rehabilitation program approved by KHA;
- (b) The evicted person clearly did not participate in or know about the drug-related criminal activity; or
- (c) The evicted person no longer participates in any drug-related or criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants or staff of KHA.

Accessible Units

Accessible Units will be first offered to families who may benefit from the accessible feature. The unit will be offered to a family that has the need for the specific unit that is living in the development. If no family in the development needs the specific unit features, it will then be offered to a family in another development that need the specific unit features. If no family in any development needs the specific unit's features, then it will be offered to a family on the waiting list that needs the specific unit features. If no family on the waiting list needs the unit with the special features, then it will be offered to the next family on the waiting list that is eligible for the unit in accordance with any other priority, and date and time. The non-disabled family will agree to move to a non-disabled unit should a family with a disability have a need for the disabled unit features. Any family required to move will be given a 30-day notice.

Accessible Units

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, KHA 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 KHA'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 KHA will require the applicant to execute the KHA public housing lease that requires to the resident to relocate to a vacant non-accessible unit within thirty (30) days of notice by the KHA that there is an eligible applicant or existing resident with disabilities who requires the accessible features of the unit.

D. COMPLETION OF APPLICATION

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

Immediately after the application is taken.

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

Applicants are required at the application interview to:

Complete an Application Form prior to the interview.

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 application interview with a KHA representative during which the applicant will be required to furnish complete and accurate information as requested by the interviewer. The applicant will sign and certify that all information is complete and accurate.

Requirement to Attend Interview

KHA utilizes the 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 KHA services or programs that may be available.

The head, spouse, co-head and all adult family members are required to attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.

It is the applicant's responsibility to reschedule the interview if s/he misses the appointment. If the applicant does not reschedule or misses two scheduled meeting(s), KHA will reject the applicant unless the missed appointment is due to extreme emergency, such as hospitalization, death in immediate family, etc.

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.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See Chapter on Complaints, Grievances and Appeals.)

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 KHA. 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 KHA.

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 KHA determines at or after the interview that additional information or document(s) are needed, KHA will request the document(s) or information in writing. The family will be given **five (5)** 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, KHA will provide the family a notification of denial for assistance. (See Chapter on Complaints, Grievances and Appeals.)

E. PROCESSING APPLICATIONS

As families approach the top of the Waiting List, 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 KHA 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.

*In 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 benefits.

Timeliness of Verifications

All verifications will be obtained prior to determination of eligibility 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:

KHA 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.

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

- Tenant reports income and provides current documents
- KHA consults EIV system, and prints income details report.
- If additional information is not needed, the KHA 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 KHA, 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 KHA 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, KHA 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 KHA 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. KHA will use the past **2 (two)** current and consecutive pay stubs

Regardless of these timeframes, Criminal History Reports will be useable as a valid verification for no longer than twelve (12) months.

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, KHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by KHA, 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.

¹ 24 CFR § 960.206(e)

² 24 CFR § 5.410 (a) (3)

Chapter 4

TENANT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing the Waiting List)

[24 CFR 960.204]

INTRODUCTION

It is KHA'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(s), date and time the application is received. In filing actual or expected vacancies, KHA 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. KHA will offer the unit in the proper applicant sequence until it is accepted. This chapter describes KHA's policies with regard to the number of unit offers that will be made to applicants selected from the Waiting List.

KHA's Objectives

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

It is KHA'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, KHA 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 KHA'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."

Site-Based Waiting Lists (Not applicable)

Per the Quality Housing and Work Responsibility Act of 1998, KHA 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. KHA currently does not use site-based waiting lists.

A. MANAGEMENT OF THE WAITING LIST

KHA 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 full application will be a permanent part of the file.
- 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 KHA.
- All applicants in the pool (eligible and verified families) will be maintained in order of preference and in order of date and time of application receipt.

Opening and Closing the Waiting Lists

KHA, 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 KHA to house an applicant in an appropriate unit within a reasonable period of time.

When KHA opens the waiting list, KHA 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, but not limited to:

- The Kinston Free Press
- Lenoir County Department of Social Services
- KHA newsletter.

Other publications in the area that can be utilized are:

To reach persons with disabilities, KHA 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:

- Lenoir Memorial Hospital
- Lenoir County 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 KHA. (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 KHA 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

KHA 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, KHA 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. KHA will give at least five (5) days' notice prior to opening or closing the list. KHA will add the new applicants to the list by:

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

KHA 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, KHA will advise families of their responsibility and requirement to notify KHA when mailing address or telephone numbers change.

Reopening the List

If the waiting list is closed and KHA decides to open the waiting list, KHA will publicly announce the opening. Any reopening of the list is done in accordance with the HUD requirements. 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 received by KHA:

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 (Not Applicable)

Per the Quality Housing and Work Responsibility Act of 1998, KHA 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.

KHA does not have site-based waiting lists. KHA does not offer a system of site-based waiting lists.

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. The Waiting List will depict families with preference ahead of other families without preference, regardless of date and time of application.

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.

Refer to Chapter 3.C, page 3-3 for *Preference Defined*.

Broad Range of Income/Deconcentration of Poverty

KHA'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.)

KHA 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, KHA shall select from the List of qualified applicants, those applicants whose income reflect a Broad Range of Income as defined by KHA's most current Broad Range of Income/Rent Range policy promoting deconcentration and income targeting requirements.

KHA 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, except as may be documented through "fungibility credits," further defined in the Quality Housing and Work Responsibilities Act of 1998, which permits KHA to lower the number of households admitted at the 30% threshold by the lowest of one of the following amounts:

If admissions to KHA's HCV Program during the fiscal year exceeds the 75% minimum targeting requirement for the HCV Program, KHA's public housing program may reduce the minimum targeting requirement for this program. The fiscal year credit shall not exceed:

 Ten percent of the public housing waiting list admissions during the KHA's fiscal year;

 Ten percent of the waiting list admissions to the KHA's tenant-based assistance program during the fiscal year;

 The number of qualifying low income families who commence occupancy during the fiscal year of KHA's units that (a) are located in housing developments located in census tracts having a poverty rate of 30% or more, and (b) are made available for occupancy by and actually occupied in that year by very low income families.

This fungibility provision discretion is also reflected in KHA's Administrative Plan for the Section 8 Voucher Program.

Fungibility shall only be utilized if KHA anticipates a shortfall of its 40% goal for new admissions to public housing.

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 and in order to comply with KHA's Broad Range of Income Policy.

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

Although no longer mandated by statute, KHA 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, KHA 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. (*Example: A family public housing development, has 30 designated senior units consisting of 14 studio and 16 1BR apartments, and is thus defined by HUD as a “mixed population development.” 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.

KHA 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 KHA will prioritize the “near elderly” for the development in accordance with the elderly only designation plan.

D. DENIAL OF PREFERENCE

KHA 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 KHA denies a preference, KHA 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 ten (10) 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

KHA 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

KHA's jurisdiction.

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

KHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRRA by admitting less than 40 percent of "extremely low income families" to public housing in a fiscal year, to the extent that KHA has provided more than 75 percent of newly available vouchers to "extremely low income families." This fungibility provision discretion by KHA is also reflected in KHA's Administrative Plan.

If admissions to KHA's HCV Program during the fiscal year exceeds the 75% minimum targeting requirement for the HCV Program, KHA's public housing program may reduce the minimum targeting requirement for this program. The fiscal year credit shall not exceed:

 Ten percent of the public housing waiting list admissions during the KHA's fiscal year;

 Ten percent of the waiting list admissions to the KHA's tenant-based assistance program during the fiscal year;

 The number of qualifying low income families who commence occupancy during the fiscal year of KHA's units that (a) are located in housing developments located in census tracts having a poverty rate of 30% or more, and (b) are made available for occupancy by and actually occupied in that year by very low income families.

The Fungibility Floor: Regardless of the above amounts, in a fiscal year, at least 30% of KHA's admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause KHA's overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

Fungibility shall only be utilized if KHA is anticipated to fall short of its 40% goal for new admissions to public housing.

Very Low-Income Family Admissions

As long as KHA has met the 40% targeted income requirement for new admissions of extremely low-income families, KHA 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. KHA does not maintain a mixed population units.

G. GENERAL OCCUPANCY UNITS

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

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

H. DECONCENTRATION OF POVERTY AND INCOME-MIXING

KHA'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 KHA's Broad Range of Income policy.

Deconcentration and Income-Mixing Goals

KHA'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

KHA 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, KHA shall affirmatively further fair housing to reduce racial and national origin concentrations. KHA shall not require any specific income or racial quotas for any development or developments.

KHA 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. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST

KHA does not maintain a merged Waiting List for the public housing and Section 8 program. Per 24 CFR 982.205, if the Section 8 Waiting List is open when the applicant is placed on the public housing list, KHA will offer to place the family on both Lists. If the public housing Waiting List is open at the time an applicant applies for Section 8, KHA will offer to place the family on the public housing Waiting List so long as units of appropriate size are managed by KHA.

All programs owned, operated, managed by KHA maintain separate Waiting Lists.

K. PREFERENCE DENIAL

If KHA denies a preference, KHA 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 ten (10) 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.

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 KHA.

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

(See Accessible units in Chapter 1 on Fair Housing)

N. PLAN FOR UNIT OFFERS

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

When the KHA discovers that a unit will become available, the KHA 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 KHA will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given **two (2)** business days from the date the letter was mailed to contact the KHA 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 **two (2)** business days to accept or reject the unit. This verbal offer and the family's decision will be documented in the tenant file. If the family rejects the offer of the unit, the KHA will send the family a letter documenting the offer and the rejection.

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 no later than one (1) business day after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

The signing of the lease and the review of financial information will be handled privately. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the KHA will retain the original executed lease in the tenant's file

The family will pay a security deposit at the time of accepting the unit. The security deposit will be \$150.00. A double security deposit (\$300) will be charged for any previous public housing resident who left owing a balance to the KHA in excess of \$250.00.

In exceptional situations, the KHA reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. This shall be at the sole discretion of the KHA.

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

that for the first, the difference will be collected from the family if the transfer is given as a result of a resident request and not a required transfer.

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 FINAL UNIT OFFER

When an applicant rejects the final unit offer KHA will:

Remove the applicants name from the waiting list.

Removal from the waiting list means: The applicant must reapply.

Families may reject units for "good cause". "Good Cause" reasons include, proximity to work, school and child care; or health related issues.

Q. TIME-LIMIT FOR ACCEPTANCE OF UNIT

When the KHA discovers that a unit will become available, the KHA 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 KHA will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given **two (2)** business days from the date the letter was mailed to contact the KHA 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 **two (2)** business days to accept or reject the unit. This verbal offer and the family's decision will be documented in the tenant file. If the family rejects the offer of the unit, the KHA will send the family a letter documenting the offer and the rejection.

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

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 from 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 KHA'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 interview and the offer of a unit will be processed. KHA shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit.

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, KHA will follow the applicable policy as listed in the "Plan for Unit Offers" section and the "Applicant Status After Final Offer" section.

S. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST (Not Applicable)

All programs owned, operated, managed by KHA do not maintain a common Waiting List. Applicants will be chosen and positioned by the programs priorities and preferences. When waiting lists are open, the KHA will encourage the applicant to apply for any housing that is available and that they qualify.

Chapter 5

OCCUPANCY GUIDELINES

INTRODUCTION

The Occupancy Guidelines are established by KHA 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

KHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. KHA'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 assigned using the following guidelines:

Generally KHA 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 over the age of 3 (other than adults who have a spousal relationship and children under 3).

Young adult children of the same sex (above 16 years of age) 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. Over-crowding will not be allowed for accommodation.

Space will not be provided for a family member who will be absent more than 180 consecutive during a calendar year, such as a member who is incarcerated.

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(s) Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	5	10

B. EXCEPTIONS TO OCCUPANCY STANDARDS

KHA will grant exceptions from the guidelines in cases where it is the family's request or the KHA 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, KHA 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 KHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by KHA before the family is placed on the larger bedroom size list. KHA will consider these requests:

Person with Disability

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

Other Circumstances

1. The KHA will grant exceptions from the guidelines in cases where it is the family's request or the KHA 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 in the appropriate size. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:
 - a. Applicants may request, in writing, to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to UPCS or local codes). Management is not obligated to transfer the family to a larger unit until an appropriate sized unit becomes available.
 - b. For a three-person family that includes two adults and an infant, the KHA may allow the family to lease a one-bedroom unit in a desired general occupancy development.
 - c. However, the KHA will not lease a one-bedroom unit to a three-person family that includes two adults and a member above the age of 3.
2. In cases such as those above, a family that voluntarily accepts a unit that is smaller than what the family is eligible for will be required to sign a statement stating that unless there is an increase in family size the family agrees that they are not eligible for transfer to a larger unit for at least 2 years.
3. The KHA may offer a family a unit that is larger than required by the KHA's occupancy standards, if there is no waiting list for families large enough to fill the vacancy, or the KHA determines that the common area for the project is insufficient for accommodating any additional large families.
4. In all cases, where the family requests an exception to the general occupancy standards, the KHA will evaluate the relationship and ages of all family members and the overall size of the unit.
5. The family may request to be placed on a larger bedroom size waiting list than indicated by the KHA's occupancy guidelines. The written request must explain the need or justification for a larger bedroom size, and must be verified by the KHA before the family is placed on the larger bedroom size list. The KHA will consider these requests:

Person with Disability

The KHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified and meets requirements in the "Service and Accommodations Policy" section of Chapter 1.

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 doctor.
- Requests based on health related reasons must be verified by a medical professional.
- On an annual basis KHA will verify that the space is being used for the intended purpose and the live-in aide remains qualified to perform the function.

The KHA will not assign a larger bedroom size due to additions of family members other than by live-in aide, birth, adoption, marriage, or court-awarded custody.

All individuals occupying the unit and members of the family residing in the unit must be approved by the KHA. 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 the KHA within **ten (10) working** days.

To avoid vacancies, the KHA may provide a family with a larger unit than the occupancy standards permit. The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available. This requirement is a provision of the lease.

Live-in Aides

One reason KHA 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 KHA 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 KHA must approve the person identified as the live-in aide. The KHA will disapprove such a person if she/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 KHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act. Additionally, the KHA must establish standards to determine the number of bedrooms needed for families of different sizes and compositions. Consequently, LHAs may not approve an unidentified live-in aide, nor a larger unit than the family qualifies for under the KHA'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 KHA 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 KHA shall document the justification for all granted exceptions.

Medical Equipment. Although KHA 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 KHA during the annual inspection of the unit. If the extra bedroom is not being used for the intended purpose, the KHA must reduce the bedroom standard. However, the KHA may take further action, if it believes any lease or family obligations were violated.

C. ACCESSIBLE UNITS

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, KHA 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 KHA'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 on the waiting list who wishes to reside in the available, accessible unit, then the KHA 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 KHA may require the applicant to execute a lease that requires the resident to relocate, at the KHA's expense, to a non-accessible unit within thirty (30) days of notice by the KHA 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 KHA 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 KHA 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

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 KHA 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 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 KHA 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 7 days in which to move upon receipt of the transfer notice. If the tenant refuses to transfer the KHA may choose to terminate the lease.

Transfer for the convenience of the resident may be permitted because of such reasons as the health of the resident or the proximity of the resident's job. The cost of such transfers will be borne by the residents.

If a resident makes a written request for special unit features because of a documented disability or handicap, the KHA will either modify the resident's unit or transfer the resident to another

unit with the requested features.

If a resident without disabilities is housed in a unit with special features and another family with disabilities should need the unit, the family without disabilities must transfer to another unit without the features with appropriate notice.

Before a family can transfer a pre-move out inspection will be conducted 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.

Resident will be given 48 hours notice before the inspection.

See chapter 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 PHA's broader flexibility. KHA'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 KHA 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 KHA

The Total Tenant Payment does not include other charges.

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

KHA Procedures for Notification to Families of Hardship Exceptions

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

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

KHA 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

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

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

Covered by statute

Temporary or long term

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

KHA 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 KHA or HUD

Temporary Hardship

If KHA 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.

KHA defines temporary as less than 90 days.

Repayment Agreements for Temporary Hardship

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

If the family owes KHA money for rent arrears incurred during the minimum rent period, KHA 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, KHA 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.

KHA'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:

1. \$480 for each dependent;
2. \$400 for any elderly family or disabled family;
3. 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.

4. For any elderly or disabled family:
 - 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;
 - 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;
 - 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.
5. 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 for furthering education or seeking employment. 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)).
6. The KHA does not provide for any optional deductions or allowances in the public housing program.

C. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS

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 consecutive 12 month period. For calculation purposes, the disallowance shall begin the first of the month after the employment begins. After the family receives 12 consecutive 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 consecutive 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 KHA 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 consecutive 12 month period after the expiration of the initial consecutive 12 month period referred to above, the KHA 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

The earned income disallowance is limited to a lifetime 24 straight 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 straight month period starting from the date of the initial exclusion.

If the family member discontinues the employment that initially qualified the family for the EID, the 24 calendar month period continues.

The EID benefit is limited to a lifetime 24 month period for the qualifying family member.

At the end of the 24 months, the EID ends regardless of how many months were used.

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 straight month (two year) disallowance period (24 straight months from the date of the initial earned income disallowance)**

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

It is a KHA policy decision to conduct an interim reexamination for income increases 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

KHA 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 KHA, 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, KHA 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 KHA 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 every 60 days for income changes and are further required to complete a written no/low income certification every 60 days and undergo an interim recertification every 60 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.

Families that report zero or extremely low income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

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, KHA 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, KHA 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 every two months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100 per year. 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, KHA 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, KHA will use the amount that is determined to be received by the family*.

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

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

The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

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

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

- If the amounts received are consistent within the past 3-6 months, then the amounts will be used to calculate the next 12 months (ie: started 3 months ago at \$250 per month equals \$250 times 12 months).
- If the amounts are sporadic during the past 12 months, then 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, VA 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 which 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:

KHA uses a calculation method that calculates retroactively or prospectively depending on the circumstances.

KHA will calculate prospectively if the family reported the payment within 10 days and retroactively to date of receipt if the receipt was not reported within that time frame.

Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

The entire lump-sum payment will be added to the annual income at the time of the interim.

KHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year).

At the next annual recertification, KHA will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.

The lump sum will be added in the same way for any interims that occur prior to the next annual recertification.

Retroactive Calculation Methodology

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

KHA 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 KHA.

At KHA's option, KHA 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

KHA must count assets disposed of for less than fair market value during the two years preceding the date of divestiture. KHA 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.

KHA'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 KHA will use the current balance.
- In determining the value of a savings account, the KHA will use the current balance.
- In determining the anticipated income from an interest-bearing checking or savings account, the KHA 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 KHA 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. Reasonable is determined by what the average child care rates that have been determined by the TANF Agency in the KHA's jurisdiction.

Allowance 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 which 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 KHA will determine reasonable limits to be the amount determined by the state welfare agency. If the rate per child verified by the family exceeds the guideline, the KHA 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 Social Security number of the care provider;
- The names and ages of the children for whom care is being provided;
- The hours of care provided for each child for each day of the week;
- The amount actually paid by the family;

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- The amount reimbursed from other sources for the child care expenses

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.

Applicant mixed families are 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 family. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family. The specific method of prorating assistance for Public Housing covered programs is as follows:

- Step 1. Determine the total tenant payment in accordance with 24 CFR 5.628. (Annual Income includes income of all family members, including any family member who has not established eligible immigration status.)
- Step 2. Family maximum rent is equal to the applicable flat rent for the unit sized to be occupied by the family.
- Step 3. Subtract the total tenant payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").
- 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 ("eligible family member"). The subsidy per eligible family member is the "member maximum subsidy".

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- Step 5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status (“eligible family members”). The product of this calculation is the “eligible subsidy”.
 - Step 6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
 - Step 7. Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent.

Mixed families paying the flat rent shall receive a prorated rent calculation as defined by the HUD 50058. 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 KHA must use the TTP as the mixed family TTP. Note: A warning message will appear when the family’s TTP is entered into field 10p of PIC. This warning message is a workaround for purposes of implementing this provision.

This method of prorating assistance applies to new admissions and annual reexaminations after the effective date of the regulation.

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, KHA will make income revisions for changes resulting from Welfare program requirements as follows:

The KHA 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 KHA 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

KHA 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

KHA 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)

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, KHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant.

Resident-Paid Utilities (Not Applicable)

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. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be admitted to 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.

Reasonable Accommodations in Adjusting the Utility Allowances (Not Applicable)

It is the policy of the KHA to adjust the amount of tenant-paid utilities or KHA 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

Residents in units where KHA pays the utilities will be charged for excess utilities if additional appliances or equipment are used in the unit. 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

KHA 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. KHA may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by KHA.

Annual choice: KHA 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 2015-13)

The FY 2015 Appropriations Act further amended the public housing rent requirements for flat rents. Specifically, the statute was amended to require that flat rents must be set at no less than the lower of 80 percent of:

1. the applicable fair market rental established under section 8(c) of this Act; or
2. at the discretion of the Secretary, such other applicable fair market rental established by the Secretary that the Secretary determines more accurately reflects local market conditions and is based on an applicable market area that

is geographically smaller than the applicable market area used for purposes of the applicable fair market rental under section 8(c);

KHA may apply for an exception waiver allowing for a flat rental amount for a property that is lower than the amount outlined in the options above. HUD may grant such an exception if HUD determines that the fair market rent for the applicable market area does not reflect the market value of the property and the proposed lower flat rental amount is based on a market analysis of the applicable market.

The FY 2015 Appropriations Act maintained the protection that any rent increase of more than 35 percent due to the flat rent changes must be phased in as necessary.

As flat rents are fully implemented, the higher rent levels will ensure that families with higher incomes pay an appropriate market-based rent. It is an important policy goal to provide scarce public resources to those most in need of deeply affordable housing. KHA is therefore reminded that they have the discretion, in accordance with federal law and regulations (24 CFR 960.261; FR-4824-F-02), to establish occupancy policies that include the eviction of public housing tenants who are above the income limits for eligibility to participate in public housing programs. HUD encourages KHA to provide a balance between the important goals of supporting the sustained self-sufficiency of families with the ever increasing demand for affordable housing units among families on their waiting lists.

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 KHA sets the flat rent for 1-BR units at exactly 80 percent of the FMR, totaling (\$400), a family renting a unit where the KHA 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, KHA must consider who is responsible for direct utility payments to the utility company, and adjust the flat rent accordingly.

Specifically, if the KHA 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 KHA 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 KHA 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. KHA should also consider utility payments where flat rents are set above 80 percent of FMR and incorporate such adjustments as necessary.

KHA 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.

KHA 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.

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

Exceptions to Flat Rent

The FY 2015 Appropriations Act permits KHA to request an exception flat rent that is lower than either 80 percent of the lower of the FMR or SAFMR/unadjusted rent if the KHA can demonstrate that these FMRs do not reflect the market value of a particular property or unit.

In order to demonstrate the need for an exception flat rent, KHA is required to submit a market analysis methodology that demonstrates the value for the unit. While HUD does not prescribe a particular formula for determining the market analysis, KHA must compare the public housing unit to unassisted units in the area using the following factors:

- Location, quality, size, unit type, age of the unit, and
- Amenities, housing services, maintenance, and utilities the PHA will provide under the lease.

These criteria are meant to assist KHA in developing a common sense approach to valuing a unit. It remains important to note that HUD places a high priority on accurate rent determinations and requires that such determinations be performed in a documented, reasonable, and consistent manner. It is not, however, necessary or cost-effective to try to quantifiably document or separately evaluate each of these criteria. To the extent possible, rent valuation should be based on rents paid for similar units in the same general location that are also generally similar in terms of the overall quality of housing services provided. Any procedures or documentation used should reflect this approach.

KHA may request an exception flat rent by sending an e-mail to flatrentexceptionrequests@HUD.GOV with the following information attached:

- The address, including unit number(s) of the unit or property for which the KHA is seeking an exception flat rent;
- The market analysis; and
- The proposed flat rent schedule.

KHAs must receive written HUD approval to utilize an exception flat rent prior to implementing the exception flat rent. When KHA utilizes exception flat rents, they must conduct a new market analysis, and obtain HUD approval, annually.

If HUD denies an exception flat rent request, HUD will provide a detailed written response regarding the reasons for the denial. If, after reviewing HUD's written denial, KHA believes that HUD's decision was in error, KHA may appeal the decision in writing to their local HUD field office no later than 30 days after receiving notification of the denial. The appeal should include any new information the KHA believes is necessary to supplement the original submission. If HUD denies the appeal, KHA must immediately set flat rents at no less than the lower of 80 percent of the FMR or SAFMR pursuant to PIH 2015-13. While awaiting HUD response for any exception request or the appeal for an exception request, flat rents must be set at no less than 80 percent of the lower of the FMR or SAFMR, or at the exception flat rent level previously approved by HUD.

Flat Rent Increase Phase-in Requirements

The FY 2015 Appropriations Act provides KHA additional flexibility to establish flat rents at lower amounts, thereby eliminating the need for the three-year phase-in of all flat rent increases. Therefore, pursuant to PIH 2015-13, the only flat rent increases that may be phased-in are those where a family's rent will increase by more than 35 percent. KHA that began phase-ins for families with rent increases at 35 percent or less do not need to take any immediate action to update the flat rents for such families, but at the family's next annual rent option, the requirements outlined below shall apply.

In order to determine how to phase-in increases in rental payments, KHA must:

- 1) On a case-by-case basis, at the family's next annual rent option, compare the updated flat rent amount applicable to the unit to the rent that was being paid by the family immediately prior to the annual rent option;
 - a. If the new flat rent amount would not increase a family's rental payment by more than 35 percent, the family may choose to pay either the updated flat rent amount or the previously calculated income-based rent;
 - b. If the KHA determines that the updated flat rent amount would increase a household's rental payment by more than 35 percent, the family may choose to pay the phased-in flat rent amount resulting from the flat rent impact analysis or the previously calculated income-based rent.

Income-Based Rents

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by the PHA that 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
- KHA's Minimum TTP of \$50

Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay KHA's flat rent, KHA 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 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 KHA.

All hardship situations will be verified.

Annual Reexamination

120 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. KHA 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 KHA 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. KHA'S FLAT RENT METHODOLOGY (PIH 2015-13 Flat Rent Changes)

In order to comply with the flat rent requirements annually, no later than 90 days after issuance of new FMRs or SAFMRs by HUD, the KHA must:

- 1) Compare the current flat rent amount to the applicable FMR and SAFMR/unadjusted rent:
 - a) If the flat rent is at least 80 percent of the lower of the FMR or SAFMR/unadjusted rent, the KHA is in compliance with the law, and no further steps are necessary;
 - b) If the flat rent is less than 80 percent of the lower of the FMR and SAFMR, the KHA must set flat rents at no less than 80 percent of the lower of the FMR or SAFMR/unadjusted rent, subject to the utilities adjustment in section 5 of PIH 2015-13, or the PHA may request an exception flat rent pursuant to the requirements of Section 4 of this notice;
- 2) Update the flat rent policies in the Admissions and Continued Occupancy Policies (ACOP) as necessary;
- 3) At all new admissions, permit the family to choose between the flat rent amount and the income-based rent; and
- 4) For families that are current public housing residents, offer the updated 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 Section 7 of PIH 2015-13.

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

W. KHA'S CEILING RENT

The ceiling rent will mirror the flat rent (of exactly the same amount as the flat rent plus the utility allowance).

Ceiling rents, which capped income-based rents are optional rents that KHA has adopted and maintained. The institution of flat rents, under QHWRA, has changed the future function and usefulness of ceiling rents. Some general principles concerning ceiling rents include:

- KHA had ceiling rents in effect on October 1, 1999 and has optioned to continue these rents. KHA is required to adjust these ceiling rents to the level of flat rents.
- With ceiling rents, utility allowances are retained in the calculation;
- Ceiling rents fostered upward mobility and income-mixing;
- Once the KHA has established flat rents, ceiling rents are set at the same level (which will require the addition of the utility allowance to the flat rent for properties with tenant-paid utilities).

At this point, the function of the ceiling rent is to assist flat rent families whose incomes are reduced, causing the families to be placed on income-based rents. If their incomes increase

before the annual reexamination date, the families cannot be placed back on flat rents until the reexamination, but since the KHA has maintained the ceiling rents, the family whose income would exceed the ceiling rent will be placed on a ceiling rent (of exactly the same amount as the flat rent plus the utility allowance) until the annual reexamination.

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;

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8. (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 Agent-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);

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- 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
 - w. Payments Under the Seneca Nation Settlement Act
 - x. 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
 - y. 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 Two 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.

NOTE: 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 KHA 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 KHA must not pass on the cost of verification to the family.

The KHA 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 KHA 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 KHA.

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 KHA or HUD determines is necessary to the administration of the program and must consent to KHA 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 KHA 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 KHA 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 KHA 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.

KHA Policy

The KHA is required to use the EIV system in its entirety. This means the KHA 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.

7.1.C. Enterprise Income Verification

The EIV System is a web-based application, which provides KHA 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 KHA. 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.

KHA 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 KHA 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.

KHA Policy

All KHA staff (including KHA-hired management agents), who have a need to access the EIV system, is required to complete and submit 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 KHA 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 is also required to complete the EIV Access Authorization Form & Rules of Behavior and User Agreement and maintain on file (do not submit the form to the local HUD office).

The Verification Hierarchy

KHA Policy

The KHA will begin with the highest level of verification techniques. The KHA is required to access the EIV system and obtain an Income Report for each household. The KHA 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 KHA will attempt the next lower level verification technique, as noted in the below chart.

Level Verification 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 verification)

This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not always available for verifying income of applicants. The KHA 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 KHA as a UIV technique. The KHA 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 KHA 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 KHA 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 PHA 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 PHA 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 KHA sends the form directly to the third party source by mail, fax, or email.

KHA Policy

It is the KHA's position that the administrative burden and risk associated with use of the traditional third party verification form may be reduced the KHA 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 KHA 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.

KHA Policy

This verification will be used in the event that the independent source does not respond to the KHA's faxed, mailed, or e-mailed request for information in a reasonable time frame, i.e., ten (10) business days.

- 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, KHA 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 KHA 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 KHA 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 KHA requires additional information that is not available in EIV and /or the tenant is unable to provide the KHA 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 KHA from taking adverse action based solely on EIV information.

Types of file documentation required to demonstrate KHA 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 (form HUD-50058 action type 1), the KHA 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 KHA 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, KHA 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 KHA 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 KHA 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 KHA), traditional third party verification form(s).
- **Disputed EIV Information:** EIV Income report, current acceptable tenant-provided documentation, and/or *traditional* third 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 KHA), traditional third party verification form(s).

Tenants That Do Not Provide the KHA with Requested Information

If the tenant does not provide the requested information, the KHA may mail or fax a third party verification request form to the third party source. The KHA 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 KHA shall **remind** the tenant that s/he is required to supply any information requested by the KHA for use in a regularly scheduled annual or interim reexamination of family income and composition.

The KHA 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 KHA 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 KHA 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 KHA 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 KHA is aware of potential subsidy payment errors, the KHA 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 KHA is aware of potential subsidy payment errors, the KHA is required to monitor the following EIV reports on a quarterly basis; however, KHA chooses to monitor the reports monthly:

- Income Discrepancy Report
- Multiple Subsidy Report
- New Hires Report (if KHA has an interim increase policy)

EIV Requirements for Recertification

To minimize tenant underreporting of income, the KHA 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), KHA is required 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 KHA 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 KHA's administrative policies.

* The KHA 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 KHA is required to obtain from the tenant, any necessary documentation to complete the income determination process. As noted previously, the

KHA may reject any tenant-provided documentation, if the KHA deems the documentation unacceptable. The KHA 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 KHA 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 KHA deems necessary to complete the income determination process, the KHA is required to submit a traditional third party verification form to the third party source for completion and submission to the KHA.

If the third party source does not respond to the KHA's request for information, the KHA 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 KHA should then pursue lower level verifications in accordance with the verification hierarchy.

Tenant Actions for KHA Underpayments of Rent

KHA Policy

The tenant must be provided an opportunity to contest the KHA's determination of tenant rent underpayment. HUD regulations require the KHA 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 KHA's established grievance procedures, as required by HUD. The KHA 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 KHA 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 KHA 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 KHA **must** terminate the family's tenancy or assistance, or both. HUD does **not** authorize any KHA-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 KHA, 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 KHA.
- 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 KHA is required to determine retroactive rent amount as far back as they have documentation of family reported income. For example, if the KHA determines that the family has not reported income for a period of five years and only has documentation for the last three years, the KHA is only able determine retroactive rent for the three years for which documentation is available.

Repayments shall be in accordance with KHA's repayment policies and agreement.

EIV Record Retention

KHA Policy

The KHA's record retention policy will determine the length of time the PHA should maintain EIV printouts in a tenant file. KHAs are authorized to maintain the EIV Income Report in the tenant file for the duration of tenancy and no longer than three years after the end of participation (EOP) date. In accordance with revised regulation, 24 CFR §908.101, the KHA 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 KHA 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.

KHA Policy

EIV information and any other information obtained by the KHA 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 KHA 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 KHA 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 KHA 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 KHA with third party documents which are in the tenant's possession to support their dispute of EIV information. The KHA, with the tenant's consent, is required to submit a third party verification form to third party sources for completion and submission to the KHA, 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 KHA 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 KHA, 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 KHA compliance with HUD program requirements.
- Independent Auditors hired by the KHA or HUD to perform a financial audit for use in determining the KHA'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 KHA or KHA- 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 KHA 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 KHA if it does not have access to the EIV system or;
- The KHA has access to the system, however, has not used the system within the last six months.

To avoid sanctions or disallowed costs, the KHA 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

KHA Policy

The KHA 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 is providing PHAs with the attached EIV system information guide that the KHA may provide to applicants and tenants of PIH rental assistance programs. The KHA is **not** required to distribute this document. However, the KHA 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 KHA may, at their discretion, require the family to acknowledge receipt of the guide. KHA requires families to acknowledge receipt of the guide, provide the family with a copy of the guide to take with them, and maintain a signed copy in the family file folder.

D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION

Reasonable Effort and Timing

Unless third-party verification is not required as described below, HUD requires the KHA to make at least two unsuccessful attempts to obtain third-party verification before using another form of verification [VG, p. 15].

KHA Policy

The KHA 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 KHA 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 KHA 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 KHA will request third-party oral verification.

The KHA 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, KHA 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 KHA 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 KHA 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 KHA 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 KHA will use the information from documents on a provisional basis. If the KHA 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 KHA will conduct an interim reexamination to adjust the figures used for the reexamination, regardless of the KHA'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 KHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value.

The KHA 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.

KHA Policy

The KHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset of \$5000 or less or an expense is less than \$500 annually **and** the family has original documents that support the declared amount.

Certain Income, Asset and Expense Sources

The KHA 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 KHA will rely upon review of documents when the KHA determines that a third party's privacy rules prohibit the source from disclosing information.

KHA Policy

The KHA 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 KHA 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

KHA Policy

If the KHA has determined that third-party verification is not available or not required, the KHA will use documents provided by the family as verification.

The KHA may also review documents when necessary to help clarify information provided by third parties. In such cases the KHA will document in the file how the KHA arrived at a final conclusion about the income or expense to include in its calculations.

F. SELF-CERTIFICATION

KHA 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 KHA.

The KHA 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 KHA 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 KHA representative or KHA notary public.

PART II. VERIFYING FAMILY INFORMATION

G. VERIFICATION OF LEGAL IDENTITY

KHA Policy

The KHA 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	Certificate of birth
Church issued baptismal certificate	Adoption papers
Current, valid driver's license or Department of Motor Vehicles identification card	Custody agreement
U.S. military discharge (DD 214)	Health and Human Services ID
U.S. passport	School records
Employer identification card	

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 KHA'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 KHA and be signed in the presence of a KHA representative or KHA notary public.

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). 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.

KHA Policy

The KHA requires review of the original, however, KHA 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 KHA will require a self-certification stating that documentation of the SSN cannot be provided at this time. The KHA will require documentation of the SSN within 60 calendar days from the date of the family member's self-certification mentioned above. If the family is an applicant, assistance cannot be provided until proper documentation of the SSN is provided.

KHA Policy

The KHA 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 KHA 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.

KHA Policy

If an official record of birth, the KHA 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.

KHA 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

KHA Policy

Certification by the head of household is normally sufficient verification. If the KHA has reasonable doubts about a marital relationship, the KHA will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married.

Separation or Divorce

KHA Policy

Certification by the head of household is normally sufficient verification. If the KHA has reasonable doubts about a separation or divorce, the KHA will require the family to document the divorce, or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

If no court document is available, documentation from a community-based agency will be accepted.

Absence of Adult Member

KHA Policy

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

Foster Children and Foster Adults

KHA 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

KHA Policy

The KHA 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 KHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The KHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The KHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the KHA receives a verification document that provides such information, the KHA will not place this information in the tenant file. Under no circumstances will the KHA 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].

KHA Policy

For family members claiming disability who receive disability benefits from the SSA, the KHA 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 KHA 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 KHA 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 KHA.

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.

KHA 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 KHA 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 KHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

KHA 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. **KHA**

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 KHA must verify immigration status with the United States Citizenship and Immigration Services (USCIS).

The KHA 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 KHA policies that supplement the general verification procedures specified in Part I of this chapter.

O. EARNED INCOME

KHA Policy

When paystubs or employer print-outs are used to verify earnings, two (2) current consecutive current 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

KHA 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 KHA 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 KHA 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 KHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months the KHA 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

KHA Policy

To verify the SS/SSI benefits of applicants, the KHA 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 KHA 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 KHA.

To verify the SS/SSI benefits of participants, the KHA will obtain information about social security/SSI benefits through the HUD EIV System. If benefit information is not available in HUD systems, the KHA 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 KHA 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 KHA.

R. ALIMONY OR CHILD SUPPORT

KHA Policy

The way the KHA 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 KHA will request a record of payments for the past 12 months and request that the entity disclose any known information about the likelihood of future payments

Verification of Child Support payments may be obtained electronically from the Child Support enforcement web site. The KHA must have the participant's 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 *receives irregular or 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 KHA needs to verify only those certifications that warrant documentation.

KHA Policy

The KHA will verify the value of assets disposed of only if:

The KHA 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 KHA verified this amount. Now the person reports that she has given this \$10,000 to her son. The KHA 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 KHA will verify the value of this asset.

T. NET INCOME FROM RENTAL PROPERTY

KHA 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 KHA 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

KHA 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 KHA 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 KHA 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 KHA 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 KHA 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.

KHA may accept an applicant or participant's self-certification as verification of fully excluded income. The KHA's application and reexamination documentation, which is signed by all adult family members, may serve as the self-certification of the fully excluded income. KHA 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,

KHA 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 KHA 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 KHA 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 KHA must verify the amount of employment income for these family members.

KHA Policy

The KHA will not verify nor report fully excluded income. The KHA 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 KHA 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 KHA 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 KHA 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 KHA 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

KHA Policy

The KHA will provide a third-party verification form directly to the medical provider requesting the needed information.

Medical expenses will be verified through:

EIV

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 KHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The KHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months

In addition, the KHA 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 KHA 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 KHA'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.

KHA 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

KHA Policy

When anticipated costs are related to on-going payment of medical bills incurred in past years, the KHA 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

KHA Policy

The KHA will provide a third-party verification form directly to the care provider requesting the needed information.

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

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months

Auxiliary Apparatus

KHA 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

If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months

In addition, the KHA 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 KHA will verify that the expense is incurred for a person with disabilities.

Family Member(s) Permitted to Work

The KHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

KHA Policy

The KHA 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.

KHA 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 KHA 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 KHA 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.

KHA 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 KHA 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.

KHA Policy

Information to be Gathered

The KHA 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 KHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the KHA will request verification from the agency of the member's job seeking efforts to date and require the family to submit to the KHA any reports provided to the other agency.

In the event third-party verification is not available, the KHA will provide the family with a form on which the family member must record job search efforts. The KHA will review this information at each subsequent reexamination for which this deduction is claimed.

Furthering Education

The KHA 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 KHA 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.

KHA Policy

The KHA will verify that the type of child care selected by the family is allowable, as described in Chapter 6.

The KHA 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 KHA 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.

KHA Policy

The actual costs the family incurs will be compared with the KHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable. KHA will use local welfare agency guidelines.

If the family presents a justification for costs that exceed typical costs in the area, the KHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

The KHA shall use the local HHS determinations as the limit on what is reasonable for the area.

Additional Provisions for Verification if Child Care Provided by Non-Agency Provider

In cases where verification is provided through non-agency providers through an self-affidavits, and if the child care deduction exceeds \$600, the KHA will require the participant/tenant to provide verification of the 1099-Misc provided to the individual providing the care, and a copy of the provider's tax return indicating the income was properly documented for taxing purposes.

Chapter 8

TRANSFER POLICY

INTRODUCTION/GENERAL TRANSFER POLICY

It is the policy of KHA 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, sexual orientation 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.

KHA will always consider a request to transfer as a reasonable accommodation for a person with a disability. Except in emergency situations, transfers **may be denied** by property management when the **family is not in good standing** with KHA **due to serious or repeated lease violations**. This may include non-payment of rent, housekeeping, history of disturbances, not current or fulfilling community service requirements, or destruction property.

It is the policy of the KHA 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.

For purposes of this transfer policy the "sending development" refers to the unit the family is leaving and the "receiving development" refers to the unit to which the family is transferring.

Security Deposits

1. Families transferring to another development must have paid the security deposit in full at the sending development.
2. KHA will charge the families for any damages to the previous unit.
3. Security deposits will be transferred from the sending development to the receiving development. Refer to Security Deposit Chapter for additional details.
4. Move-out charges will be posted to the new unit. The office of the receiving development is responsible for collecting any maintenance charges due KHA.

A. TYPES OF TRANSFERS

The order in which families are transferred shall be subject to the hierarchy by category set forth below.

Category 1: Emergency Transfers are **mandatory** when KHA 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; or
- Protect members of the household from attack by the criminal element in a particular property or neighborhood.
- 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)

KHA 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 2 Administrative transfers include **mandatory** transfers to:

- Alleviate verified **medical** problems of a serious (but not life-threatening) nature;
- Permit a family that requires a unit with **accessible** features to occupy such a unit.
- 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; or
- Permit **modernization** or **demolition** of units;
- 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 KHA with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by KHA (e.g. moving a person with mobility problems to a unit with accessible features).

Category 3 Administrative transfers include **mandatory transfers** to correct **serious**

occupancy standards problems.

These transfers may take priority over new admissions.

Category 3 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 over age 5 would equal more than two persons per bedroom.

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 4 transfer.

Category 3 or 4 transfers to correct occupancy standards may be recommended at time of annual re-examination or an interim redetermination.

When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 3 transfer until the child is five (5) years of age. Exceptions: 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.

Split-family transfers will be processed as Category 3 administrative transfers.

- Families that split into 2 "new" households may be transferred to two different units or
- A portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability.
- Such transfers will be made in a manner that minimizes the impact on vacant units.

Category 4 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 will not take priority over new admissions.

They will be processed at the rate of not to impose an administrative or maintenance burden on KHA.

Category 5, Incentive Transfers:

Incentive Transfers: Incentive Transfers will be offered to residents without regard to

their race, color, religion, sex, sexual orientation, disability, or familial status.

Incentive transfer to NEWLY MODERNIZED/ NEWLY CONSTRUCTED UNITS/SCATTERED SITE UNITS:

- a. Depending on KHA's vacant unit status, modernized, newly constructed or scattered site units will be filled with incentive transfers, new applicants, or a combination of both. KHA reserves the right to fill units in a manner that has the least impact on vacant units.
- b. Prior to newly modernized, scattered site and newly constructed units be completed, residents may be notified of the opportunity to request a transfer to the specified units. Property Managers may also recommend a resident for this incentive transfer.
- c. In order to be considered for an incentive transfer to a modernized unit the following conditions must be met for the **past three years**:
 - i. Residency in a KHA development.
 - ii. Do not owe back rent or other charges, or evidence a pattern of late payment;
 - iii. No delinquent repayment agreement or delinquent charges.
 - iv. No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violations in the applicant's file. This includes criminal activity that threatens the health and safety of residents and staff;
 - v. Good housekeeping record, including no housekeeping lease violations.
 - vi. Can get utilities turned on in the name of the head of household (applicable only to those select properties with tenant-paid utilities).
- d. There will be no exceptions granted to these conditions.

B. TRANSFER WAITLIST MANAGEMENT

A staff person will be designated as the Transfer List Coordinator. This person will be responsible for maintaining the centralized Transfer Wait List, communicating with Property Management, Eligibility and 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.
4. Property Managers are responsible for submitting transfer requests including necessary documentation, to the Transfer List Coordinator.

C. TRANSFER REQUEST AND APPROVAL PROCEDURE

1. Residents applying for a transfer will submit a **Transfer Request Form** to their Property Manager stating the reason a transfer is being requested. Forms are not to be submitted for possible future events such as birth of a child or may get a live-in aide. The Transfer Request Form will also be used to document requests initiated by the KHA (ie: to correct occupancy standard problem at re-exams/interims).
2. The property manager will evaluate the request and obtain the proper verification to determine if a transfer is justified. The property manager will also verify all of the criteria under the “good record requirement”.

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.

If the request is denied, the property manager 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.

3. All preliminary approved transfer requests must be forwarded to the Transfer List Coordinator on a timely basis with the appropriate documentation attached.
4. If the request is approved, the Manager 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.
5. If the request is denied, the Property Manager 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.
6. The approved transfer request form/file will be kept in a file arranged by bedroom size, category, and date the file/verifications were completed.

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, or evidence a pattern of late payment;
 - no delinquent repayment agreement or delinquent charges;
 - has fulfilled and is currently meet 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 KHA's advantage to make the transfer. The exception to the good record requirement will be made by the Executive Director taking into account the recommendation of the Manager.

Absent a determination of exception, the following policy also 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. WAITLIST 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 KHA mandated. Exceptions must be approved by the Executive Director.

The receiving development may request the resident's file for review, prior to making a decision on the requested transfer.

ACCEPTING AN OFFER

- A. The Property Manager 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. 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. 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).
- E. **All personal belongings must be removed from the unit**, the unit must be “broom swept” clean, 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 KHA 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.

Only one unit will be offered to a family unless there us good cause or a hardship situation as determined by the PHA. If the resident refuses the offered unit, the lease may be terminated by the KHA by giving a 30-day notice to the resident.

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.
- 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.
- Travel to the doctor from the new unit would create a hardship for an elderly or disabled person.
- Change in schools for a minor child.

F. PROCESSING IN AND OUT OF DEVELOPMENTS

A transfer will require good coordination and communication between the receiving and sending developments. Both sending and receiving developments involved must have a definite agreement as to when the receiving development will “transfer” the resident. *(Note: The receiving development is responsible for completing the “transfer process” in the computer).*

A transfer between developments 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 developments carry the resident on their books at the same time.
- The resident's records will show a continuous residence in public housing in one development or the other, but not in both developments at the same time.

The transferred resident, between public housing developments, does not have to meet the admission eligibility requirements pertaining to income or preference.

Rent Adjustments

KHA will notify the resident of the rent and/or security deposit change by use of a new Lease. The rent will be pro-rated as outlined in the Lease Agreement.

Reexamination Date

The date of the transfer does not change the reexamination date. The receiving development should be certain that the annual review is properly scheduled to give the staff time to redetermine rent in order to meet the established reexamination date. If the reexamination is in process, the receiving development will assume responsibility for completion.

The sending development will send the family's file to the receiving development once they have been notified that the family has accepted the unit and before the family is leased up. The receiving development will not attempt to lease up a family without possession of the family's file.

G. GRIEVANCE RIGHTS

Families disagreeing with the determination may grieve the decision. See Chapter 13, Complaints, Grievances and Appeals.

H. EXTRAORDINARY CIRCUMSTANCES

Placement on Section 8 Waiting List: Current residents of Public Housing who must be relocated from a unit, due to documented health and safety issues, as well as modernization activities, or other special circumstances as approved by the Executive Director, where no suitable unit is available within the next thirty (30) days within the KHA inventory. Preference is given regardless of the status of the waiting list (open or closed). All applicants qualifying for this preference must be placed on the waiting list and their eligibility properly documented.

I. COST OF TRANSFERS

Residents shall bear the cost of transfers to correct occupancy standards, resident requested transfers, and voluntary transfers.

KHA will bear the reasonable cost of transfers KHA requests for demolition, disposition, rehabilitation, building system failures, VAWA, or emergency conditions due to no fault of the tenant. KHA will bear the reasonable cost of transfers needed as a reasonable accommodation for residents with disabilities and abled 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 KHA'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 KHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

GENERAL LEASING POLICY

General Terms

1. All units must be occupied pursuant to a lease that complies with HUD's regulations.
2. No lease will have an effective date before the unit is ready for occupancy ¹.
3. The lease shall be signed by the head, spouse, and all other adult members of the household and by the authorized representative of KHA, prior to actual admission. ².
4. If a resident transfers from one KHA unit to another, a new lease will be executed for the dwelling into which the family moves.
5. 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 and by the authorized representative of KHA.

A. LEASE ORIENTATION

All adult household members are required to attend a New Resident Orientation session within the first 90 days of residency. Failure to attend the Orientation may be grounds for termination of the lease.

The purpose of the Orientation will be to familiarize all new residents with rules, regulations, policies, and procedures pertinent to successful occupancy in KHA's public housing program. The Lease, House Rules, maintenance policies, housekeeping, Community Service requirement and Earned Income Disallowance (public housing only) will be among the topics reviewed at Orientation.

At the time of lease signing, the family will be provided with copies of the:

- Lease
- Grievance Policy and Procedure
- House Rules
- Community Service Requirements and Policy
- Pet Policy
- Other KHA Lease Addendums
- A copy of form HUD-5380, VAWA Notice of Occupancy Rights.
- A copy of Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Provisions of the Lease
- Unit maintenance and work orders
- Terms of occupancy
- Community Service Requirements
- Pet Policy
- Banned Policy and List
- Lead-base paint provisions
- HUD Form HUD-92006

Form HUD-92006, Supplement to Application for Federally Assisted Housing

Form HUD-92006 must be included as an attachment to the KHA's application.

Prior to execution of the lease, the following must be discussed:

- 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 KHA 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.

- Applicants who are currently on the KHA’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.
- KHA **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.
- KHA 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.
- If the applicant chooses to have more than one contact person or organization, the applicant must make clear to KHA the reason each person or organization may be contacted. The KHA should accommodate the applicant by allowing the applicant to complete a form HUD-92006 for each contact and indicating the reason the KHA 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.

B. LEASE REQUIREMENTS

The initial term of the lease will be for 12 months. The lease will renew automatically for 12-month terms with the following exception:

- KHA 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 renews for terms of 12 months, and an annual signing process is required.
- 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 KHA or HUD requirements for continued eligibility

C. EXECUTION OF LEASE

The lease shall be executed by the head of household, spouse, co-head and by an authorized representative of KHA, 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 KHA will retain the original in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current KHA 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 KHA unit to another (with no change in reexamination date).
- If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be terminated and a new lease may be executed with the remaining members, so long as they meet the program requirements.
- Lease signers must be persons legally eligible to execute contracts.
- The names and date of birth of all household members are listed on the lease at initial occupancy and on the Personal Declaration 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 KHA, 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 KHA assistance, with the exception of occupancy while serving as the attendant for the disabled or qualified family member.

KHA 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.

D. ADDITIONS TO THE LEASE

Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit³. 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 unit as their sole residence.

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, KHA will conduct pre-admission screening of any proposed new adult member to determine whether the KHA will grant such approval. New household members must be approved by KHA, 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 ⁴.

Following receipt of a family's request for approval, KHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by KHA 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 KHA 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 KHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, KHA will conduct a pre-admission screening, including but not limited to the Criminal History Report, of the proposed new member. Only new members approved by KHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:
 - a. Resident plans to marry and requests to add the new spouse to the lease;
 - b. Resident is awarded custody of a child over the age for which juvenile justice records are available;
 - c. Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren).
 - d. 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:
 - a. Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.
3. 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.

4. Residents who fail to notify KHA of additions to the household or who permit persons to join the household without undergoing screening are violating of the lease. Persons added without KHA approval will be considered unauthorized occupants and the entire household will be subject to eviction ⁵ [24 CFR 966.4(f)(3)].
5. Family members over 17 years of age who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify KHA of the move-out within 10 days of its occurrence.

KHA in making determinations under this paragraph will consider:

1. Occupancy Standards to prevent overcrowding of a unit
2. 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 KHA of additions to the household or who permit persons to join the household without undergoing screening are violating of the lease. Persons added without KHA approval will be considered unauthorized occupants and the entire household will be subject to eviction ⁶ [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 KHA, with advance documentation of extenuating circumstances. KHA 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 KHA who has been evicted, or asked to leave, or owes KHA money, and persons who have been placed on the KHA “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 KHA in making determinations under this paragraph.
8. KHA 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 KHA 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 guilty of a breach 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 ⁷.
3. Residents will not be given permission to allow a former resident of KHA 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 KHA 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 KHA 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 Property Manager. Caretakers are not live-in aides and therefore no additional bedroom is required. Caretakers must meet the approval of the KHA.
5. Residents must advise KHA if they will be absent from the unit for more than 7 days. Residents shall notify the manager, secure the unit and provide a means for KHA to contact the resident in an emergency. Failure to advise KHA of an extended absence is grounds for termination of the lease.

6. Visitors permitted by residents must be reported to the KHA within 72 hours of their arrival or prior thereto. Visits not exceeding 14 days may be authorized by the KHA.
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

KHA Policy

Absence means that no family member is residing in the unit. The family is required to report to the KHA if they 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 KHA.

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 KHA to verify that the family is living in the unit, or relating to the family absence from the unit, including any KHA-requested information or certification on the purpose of the family absence. The family must promptly notify the KHA 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 will 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 KHA in writing.

Absences longer than 60 days due to drug treatment or imprisonment will be permanently absent unless approved by the KHA.

The KHA 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 KHA.

If both parents are absent from the unit and a caretaker has been place 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 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 KHA 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 be 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 KHA or resident will be documented in the file.

E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES

[24 CFR 8.27(a)(1)(2) and (b)]

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, KHA 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 KHA'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 KHA will require the applicant to execute the KHA public housing lease that requires to the resident to relocate to a vacant non-accessible unit within thirty (30) days of notice by the KHA that there is an eligible applicant or existing resident with disabilities who requires the accessible features of the unit.

F. UTILITY SERVICES AND RESIDENT OWNED APPLIANCES (Not Applicable)

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

If it is determined that any utility service is not on in a unit, the tenant will receive a 24 hour notice to correct will be posted. If the utilities are not restored in the 24 hour period, then a 5-Day Expedited Notice due to the Health and Safety lease violation will be issued. The tenant must provide documentation of proof of service within 24 hours and the unit will be inspected on the fifth day to assure utilities have been restored. If the utility service has not been restored at the time of inspection, the Property Manager will proceed with the eviction process. If utilities are restored after the first occurrence of a notice of no utilities, this will result in a conference agreement explaining consequences of subsequent violations. If the tenant violates the conditions again while in assisted housing, the second violation will result in an immediate 5-Day Expedited Notice due to Health and Safety.

The lease will designate the appliances provided by KHA (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).

G. SECURITY DEPOSITS (Refer to Chapter on Security Deposits)

Security Deposit

New tenants must pay a security deposit to KHA at the time of admission. The amount of the security and/or pet deposit required is specified in the lease and the corresponding chapters of this policy.

Security Deposit Payments may be paid in three (3) installments.

KHA will hold the security deposit for the period the tenant occupies the unit.

KHA 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.

KHA will refund the Security Deposit less any amounts owed, within 30 days after move out and tenant's notification of new address.

KHA will provide the tenant or designee identified above with a written list of any charges against the security or pet deposits. If the tenant disagrees with the amount charged to the security or pet deposits, KHA 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 KHA. All keys to the unit must be returned to the Management upon vacating the unit.

KHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

Pet Deposit (Refer to chapter on Pet Policy.)

KHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit. KHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

H. RENT PAYMENTS

The tenant rent is due and payable at the KHA-designated location on the 1st of every month.

If KHA does not receive payment by the close of business the 5th day of the month, a delinquent rent notice will be sent, and the resident will be assessed late fees of \$15.

If the resident is experiencing a hardship in the payment of the rent, the resident must provide written notification before the 5th 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. Only the Executive Director may provide an extension.

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 KHA's time limit, or misrepresents income or family circumstances to KHA. 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 KHA agrees to a payment plan. Tenant's failure to pay retroactive rent on time is considered to be "non-payment of rent" and KHA then has the right to terminate this Lease and obtain possession of the premises using all available legal remedies.

I. FEES AND NONPAYMENT PENALTIES

If the tenant fails to make payment by the close of business on the 5th day of the month, and KHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued to the tenant with a 14-day notice period for failure to pay rent, demanding payment in full or the surrender of the premises.

(Superseded by PIH Notice 2021-29 below);

HUD published “Extension of Time and Required Disclosures for Notification of Nonpayment of Rent” as an Interim Final Rule effective November 8, 2021 (PIH Notice 2021-29). The Interim Final Rule requires that pursuant to a determination of the Secretary of HUD, tenants must be provided no less than 30 days advanced notification of lease termination due to nonpayment of rent. Further the rule also requires that within the notification, PHAs must provide information to affected tenants as necessary to support tenants in securing available funding through the US Department of Treasury’s Emergency Rental assistance (ERA) program provided directly to states. This determination remains in effect until a subsequent HUD notice is issued rescinding the determination.

If the tenant fails to make payment by the close of business on the 5th day of the month, a **\$15.00** late fee will be charged.

(Superseded by PIH Notice 2021-29 below);

The ERA program is administered in NC as the HOPE Program. Once KHA signs a HOPE agreement for a tenant’s rent any outstanding late fees will be waived. KHA will not take any of the following actions regarding non-payment of rent, utilities or fees or other payments required by the lease for sixty (60) days from signing the HOPE agreement: 1) begin or pursue eviction proceedings against the tenant, 2) pursue a cause of action for collection of debt, or 3) require that the tenant vacate the property. KHA will waive any late fees within 60 days of execution of the HOPE agreement.

A charge of \$22.00 will be assessed against the tenant for checks that are returned for non-sufficient funds (NSF), or checks written on a closed account. If the check is not redeemed and the rent satisfied by the close of business on the 5th of the month, the rent will be considered unpaid.

KHA 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 KHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued for failure to pay rent.

J. 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.

K. 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.

L. 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.

M. INSPECTIONS OF PUBLIC HOUSING UNITS

Initial Inspections

KHA 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 KHA staff and the tenant, will be kept in the tenant file.

Vacate Inspections

Housing management 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. KHA 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 KHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

Annual Inspections

KHA 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 10 calendar days to correct noted items. Another inspection will be conducted. Residents may be assessed an additional security deposit to potentially cover the cost of damages at the time of vacating the unit (see Chapter 18 for details).

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 KHA.

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 KHA.

Required corrections will be repaired by KHA within 25 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

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 KHA can be of service to the family.

KHA staff will conduct quality control inspections on at least 5% of units or the mandatory minimum per the HUD protocol.

The purpose of these quality control inspections is to assure that the inspections were performed properly and repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

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 KHA operations periodically and as a part of their monitoring may inspect a sampling of the KHA's inventory.

Other Inspections

The KHA inspector will periodically conduct windshield and/or walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations.

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.) Repairs are to be completed within 24 hours from the time the work order is issued.

Emergency Repairs to be Completed in Less than 24 Hours

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. Air conditioning and cooling problems in the summer based on the current temperature.
3. Heating problems in winter based on the current temperature.
4. Electrical failures (affecting more than just a lighting or outlet circuit)
5. Gas leaks.
6. Plumbing stoppages affecting ALL toilets.
7. Breaks in main water lines and major water leaks.
8. Smoke Alarms
9. 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 DIRECTOR OF OPERATIONS

Residents who disengage smoke detectors for convenience purposes will be cited. (See "Housekeeping Citations" below)

Entry of Premises Notices

KHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

KHA will provide the family with 48-hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

If KHA enters a unit, they will leave notice that they were in the unit and the reason.

Reasons KHA will enter the unit are:

- Inspections and maintenance
- To make improvements and repairs
- To show the premises for leasing
- In cases of emergency

It is encouraged that an adult family member be present during the Annual Inspection, but it is not required.

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 KHA to enter.

Non-Inspection Emergency Entry

KHA 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

KHA 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.

KHA will reschedule the inspection no more than twice unless the resident has a verifiable medical reason which has hindered the inspection. KHA may request verification.

If the resident refuses to allow the inspection, the resident will be in violation of the lease and KHA will notify the family of its intended action.

Housekeeping Citations

Residents who "fail" an inspection due to housekeeping will be issued a Housekeeping Citation, and a reinspection will be conducted within 10 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 is issued another Housekeeping Citation within 30 days of the reinspection, the family will be summoned for a lease violation conference.

Citations will be issued to residents who purposely disengage the unit's smoke detector.

Repeated citations will be considered a violation of the lease.

Tenant Damages

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated 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.

¹ 24 CFR§ 966.4 (i)

² 24 CFR § 966.4 (p)

³ 24 CFR §§ 960.205 (b) and 966.4(a)(1)(v)

⁴ 24 CFR § 966.4 (f)(3) & (c)(2)

⁵ 24 CFR § 966.4 (f)(3)

⁶ 24 CFR § 966.4 (f)(3)

⁷ 24 CFR § 966.4 (f)(2)

Chapter 10

PETS

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

INTRODUCTION

This chapter explains the PHA's policies on the keeping of pets and describes any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of the PHA to provide a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of the PHA.

The chapter is organized as follows:

Part I: Assistance Animals. This part explains the difference between assistance animals, including service and support animals, and pets, and contains policies related to the designation of an assistance animal as well as their care and handling.

Part II: Pet policies for all developments. This part includes pet policies that are common to both elderly/disabled developments and general occupancy developments.

Part III: Pet deposits and fees for general occupancy developments. This part contains policies for pet deposits and fees that are applicable to general occupancy developments.

PART I: ASSISTANCE ANIMALS

[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303; 24 CFR 960.705;
Notice FHEO 2020-01]

10-I.A. OVERVIEW

This part discusses situations under which permission for an assistance animal, including service and support animals, may be denied, and also establishes standards for the care of assistance animals.

Notice FHEO 2020-01 was published January 28, 2020. The notice provides guidance to help PHAs and other housing providers distinguish between a person with a non-obvious disability who has a legitimate need for an assistance animal and a person without a disability who simply wants to have a pet or avoid the costs and limitations imposed by the PHA's pet policies. FHEO 2020-01 makes clear that the notice is guidance and a tool for PHAs and other housing providers to use at their discretion and provides a set of best practices for addressing requests for assistance animals. The guidance in FHEO 2020-01 should be read together with HUD's regulations prohibiting discrimination under the Fair Housing Act (FHA) and the HUD/Department of Justice (DOJ) Joint Statement on Reasonable Accommodation under the Fair Housing Act. Housing providers may also be subject to the Americans with Disabilities Act (ADA) and should

therefore refer also to DOJ's regulations implementing Titles II and III of the ADA at 28 CFR Parts 35 and 36, in addition to DOJ's other guidance on assistance animals.

There are two types of assistance animals: (1) service animals, and (2) other animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (i.e., support animals).

Assistance animals, including service and support animals, are not pets and thus are not subject to the PHA's pet policies described in Parts II through IV of this chapter [24 CFR 5.303; 960.705; Notice FHEO 2020-01].

10-I.B. APPROVAL OF ASSISTANCE ANIMALS [Notice FHEO 2020-01]

Service Animals

Notice FHEO 2020-01 states that PHAs should initially follow the Department of Justice (DOJ) analysis to assessing whether an animal is a service animal under the Americans with Disabilities Act (ADA). Under the ADA, a *service animal* means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability.

As a best practice, housing providers may use the following questions to help them determine if an animal is a service animal under the ADA:

- Is the animal a dog? If not, the animal is not a service animal but may be another type of assistance animal for which an accommodation is needed (support animal).
- Is it readily apparent that the dog is trained to do work or perform tasks for the benefit of the individual with a disability? If yes, further inquiries are inappropriate because the animal is a service animal. If not, it is advisable that the PHA limit its inquiries to the following two questions: (1) Is the animal required because of the disability? and (2) What work or task has the animal been trained to perform?

If the answer to question (1) is "yes" and work or a task is identified in response to question (2), grant the requested accommodation if otherwise reasonable. If the answer to either question is "no," the animal does not qualify as a service animal but may be a support animal.

A service animal must be permitted in all areas of the facility where members of the public are allowed.

Support Animals (Assistance Animals other than Service Animals)

If the animal does not qualify as a service animal, the PHA must next determine whether the animal would qualify as a support animal (other type of assistance animal). If the individual has indeed requested a reasonable accommodation to get or keep an animal in connection with a

physical or mental impairment or disability, the PHA may use the following questions to help them assess whether to grant the accommodation in accordance with the policies outlined in Chapter 2 (the PHA is not required to grant a reasonable accommodation that has not been requested):

- Does the person have an observable disability or does the PHA already have information giving them reason to believe that the person has a disability? If not, has the person requesting the accommodation provided information that reasonably supports that the person seeking the accommodation has a disability?
- If the person has an observable disability, the PHA already has information giving them reason to believe the person has a disability, or the person has provided information supporting that he or she has a disability, then has the person provided information that reasonably supports that the animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to the individual's disability?
- If yes, is the animal commonly kept in households? An *animal commonly kept in households* would be a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes. For purposes of this assessment, reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals are not considered common household animals.

If the individual is requesting to keep a unique animal not commonly kept in households, then the requestor has the substantial burden of demonstrating a disability-related therapeutic need for the specific animal or the specific type of animal. Such individuals are encouraged to submit documentation from a health care professional.

General Considerations

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal [PH Occ GB, p. 179].

Before denying a reasonable accommodation request due to lack of information confirming an individual's disability or disability-related need for an animal, the PHA is encouraged to engage in a good-faith dialog with the requestor called the "interactive process" [FHEO 2020-01].

A PHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

A PHA's refusal to permit persons with a disability to use and live with an assistance animal that is needed to assist them, would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless [PH Occ GB, p. 179]:

-
- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation
 - There is reliable objective evidence that the animal would cause substantial physical damage to the property of others

The Fair Housing Act does not require a dwelling to be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or would result in substantial physical damage to the property of others. A PHA may therefore refuse a reasonable accommodation for an assistance animal if the specific animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through the actions the individual takes to maintain or control the animal (e.g., keeping the animal in a security enclosure).

While most requests for reasonable accommodations involve one animal, requests sometimes involve more than one animal (for example, a person has a disability-related need for both animals, or two people living together each have a disability-related need for a separate assistance animal). The decision-making process in Notice FHEO 2020-01 should be used in accordance with the reasonable accommodation policies in Chapter 2 for all requests for exceptions or modifications to the PHA's rules, policies, practices, and procedures so that persons with disabilities can have assistance animals in the housing where they reside.

PHAs have the authority to regulate service animals and assistance animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].

KHA Policy

For an animal to be excluded from the pet policy and be considered a service animal, it must be a trained dog, and there must be a person with disabilities in the household who requires the dog's services.

For an animal to be excluded from the pet policy and be considered a support animal, there must be a person with disabilities in the household, there must be a disability-related need for the animal, and the family must request and KHA approve a reasonable accommodation in accordance with the criteria outlined in Notice FHEO 2020-01 and the policies contained in Chapter 2.

10-I.C. CARE AND HANDLING

HUD regulations do not affect any authority a PHA may have to regulate assistance animals, including service animals, under federal, state, and local law [24 CFR 5.303; 24 CFR 960.705].

KHA Policy

Residents are responsible for feeding, maintaining, providing veterinary care, and controlling their assistance animals. A resident may do this on his or her own or with the assistance of family, friends, volunteers, or service providers.

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.

When a resident's care or handling of an assistance animal violates these policies, KHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the KHA determines that no such accommodation can be made, KHA may withdraw the approval of a particular assistance animal.

PART II: PET POLICIES FOR ALL DEVELOPMENTS

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

10-II.A. OVERVIEW

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. This part contains pet policies that apply to all developments.

10-II.B. MANAGEMENT APPROVAL OF PETS

Registration of Pets

PHAs may require registration of the pet with the PHA [24 CFR 960.707(b)(5)].

KHA Policy

Pets must be registered with KHA before they are brought onto the premises.

Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date.

Pets will not be approved to reside in a unit until completion of the registration requirements.

Refusal to Register Pets

KHA Policy

KHA will refuse to register a pet if:

- The pet is not *a common household pet* as defined in Section 10-II.C. below
- Keeping the pet would violate any pet restrictions listed in this policy

The pet owner fails to provide complete pet registration information, or fails to update the registration annually

The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order

KHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If KHA refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of KHA's decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with KHA's grievance procedures.

Pet Agreement

KHA Policy

Residents who have been approved to have a pet must enter into a pet agreement with KHA, or the approval of the pet will be withdrawn.

The pet agreement is the resident's certification that he or she has received a copy of KHA's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with KHA's pet policy and applicable house rules may result in the withdrawal of KHA approval of the pet or termination of tenancy.

10-II.C. STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]

PHAs may establish reasonable requirements related to pet ownership including, but not limited to:

- Limitations on the number of animals in a unit, based on unit size
- Prohibitions on types of animals that the PHA classifies as dangerous, provided that such classifications are consistent with applicable state and local law
- Prohibitions on individual animals, based on certain factors, including the size and weight of the animal
- Requiring pet owners to have their pets spayed or neutered

PHAs may not require pet owners to have any pet's vocal cords removed.

PHAs may not require pet owners to obtain or carry liability insurance.

PHAs may not require that cats be declawed.

Definition of “Common Household Pet”

There is no regulatory definition of common household pet for public housing programs, although the regulations for pet ownership in both elderly/disabled and general occupancy developments use the term. The regulations for pet ownership in elderly/disabled developments expressly authorize PHAs to define the term [24 CFR 5.306(2)].

KHA Policy

Common household pet means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

The following animals are not considered common household pets:

- Reptiles
- Rodents
- Insects
- Arachnids
- Wild animals or feral animals
- Pot-bellied pigs
- Animals used for commercial breeding

Pet Restrictions

KHA Policy

The following animals are not permitted:

- Any animal whose adult weight will exceed 25 pounds
- Dogs of the pit bull, rottweiler, chow, or boxer breeds
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations
- Any animal not permitted under state or local law or code

Number of Pets

KHA Policy

Residents may own a maximum of 2 pets, only 1 of which may be a dog or cat.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 20 gallons. Such a tank or aquarium will be counted as 1 pet.

Other Requirements

KHA Policy

Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.

10-II.D. PET RULES

Pet owners must maintain pets responsibly, in accordance with PHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations [24 CFR 5.315; 24 CFR 960.707(a)].

Pet Area Restrictions

KHA Policy

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash no longer than 5 feet or carried. Retractable leashes are not allowed. They must be under the control of the resident or other responsible individual at all times.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH Occ GB, p. 182]

PHAs may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of building, or sections of building for residency by pet-owning tenants.

PHAs may direct initial tenant moves as may be necessary to establish pet and no-pet areas. The PHA may not refuse to admit, or delay admission of, an applicant on the grounds that the applicant's admission would violate a pet or no-pet area. The PHA may adjust the pet and no-pet areas or may direct such additional moves as may be necessary to accommodate such applicants for tenancy or to meet the changing needs of the existing tenants.

PHAs may not designate an entire development as a no-pet area, since regulations permit residents to own pets.

KHA Policy

With the exception of common areas as described in the previous policy, KHA has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas. In addition, KHA has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

Cleanliness

KHA Policy

The pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in a container provided by KHA.

The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Litter box requirements:

Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be kept inside the resident's dwelling unit.

Alterations to Unit

KHA Policy

Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.

Installation of pet doors is prohibited.

Noise

KHA Policy

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Pet Care

KHA Policy

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage KHA property.

No animals may be tethered or chained inside or outside the dwelling unit at any time.

Responsible Parties

KHA Policy

The pet owner will be required to designate at least one responsible party for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

A resident who cares for another resident's pet must notify KHA and sign a statement that they agree to abide by all of the pet rules.

Pets Temporarily on the Premises

KHA Policy

Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by KHA.

Pet Rule Violations

KHA Policy

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served.

The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the pet owner has 5 days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation

That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting

That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy

Notice for Pet Removal

KHA Policy

If the pet owner and KHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by KHA, KHA may serve notice to remove the pet.

The notice will contain:

A brief statement of the factual basis for KHA's determination of the pet rule that has been violated

The requirement that the resident /pet owner must remove the pet within 5 calendar days of the notice

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

Pet Removal

KHA Policy

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

If the responsible party is unwilling or unable to care for the pet, or if KHA after reasonable efforts cannot contact the responsible party, KHA may contact the appropriate state or local agency and request the removal of the pet.

Termination of Tenancy

KHA Policy

The KHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

Emergencies

KHA Policy

KHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for KHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

PART III: PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS

10-III.A. OVERVIEW

This part describes the PHA's policies for pet deposits and fees for those who reside in general occupancy developments.

10-III.B. PET DEPOSITS

A PHA may require a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b)(1)].

A PHA that requires a resident to pay a pet deposit must place the deposit in an account of the type required under applicable State or local law for pet deposits, or if there are no such requirements, for rental security deposits, if applicable. The PHA must comply with such laws as to retention of the deposit, interest, and return of the deposit to the resident, and any other applicable requirements [24 CFR 960.707(d)].

Payment of Deposit

KHA Policy

Pet owners are required to pay a pet deposit of \$300 for dogs and cats in addition to any other required deposits. The deposit must be paid in full before the pet is brought on the premises.

The pet deposit is not part of rent payable by the resident.

Refund of Deposit

KHA Policy

KHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

KHA will provide the resident with a written list of any charges against the pet deposit within 30 days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, KHA will provide a meeting to discuss the charges.

10-III.C. OTHER CHARGES

Pet-Related Damages During Occupancy

KHA Policy

All reasonable expenses incurred by KHA 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

Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Chapter 9,J, Schedule of Special Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.



Pet Occupancy Registration/Annual Renewal Form

Date: _____

Check One: Initial Registration _____ Annual Renewal _____

Resident Information:

Name: _____

Address: _____

Phone Number: _____

Alternate Pet Contact (1):

Name: _____

Address: _____

Phone Number: _____

Alternate Pet Contact (2):

Name: _____

Address: _____

Phone Number: _____

Section below to be completed by licensed Veterinarian:

Description of Pet:

Name: _____

Breed: _____

Age: _____

Color: _____

Additional markings/Information: _____

Height: _____

Weight: _____

Projected weight at full growth: _____

Date spayed or neutered _____

Core Vaccinations (including Rabies) up-to-date: ___ Yes ___ No

Please attach vaccination record and describe any core vaccinations that are not complete. _____

Licensed Veterinarian Signature

Date

Veterinarian Address: _____

Veterinarian Phone No. _____



Pet Occupancy Registration/Annual Renewal Form

I have read and received a copy of Kinston Housing Authority's Pet Policy. I understand the policy, and I agree to comply with it. I understand that noncompliance with the pet policy may result in the withdrawal of KHA approval of the pet or termination of tenancy.

Resident's Name (printed)

Resident's Signature

Date

*KHA staff will take a photo of the pet to attach for identification purposes.



**Assistance Animal Occupancy Registration/Annual Renewal Form
(Assistance Animals Include Service Animals and Support Animals)**

Date: _____

Check One: Initial Registration _____ Annual Renewal _____

Resident Information:

Name: _____

Address: _____

Phone Number: _____

Alternate Contact (1):

Name: _____

Address: _____

Phone Number: _____

Alternate Contact (2):

Name: _____

Address: _____

Phone Number: _____

Section below to be completed by licensed Veterinarian:

Description of Assistance Animal:

Name: _____

Breed: _____

Age: _____

Color: _____

Additional markings/Information: _____

Height: _____

Weight: _____

Projected weight at full growth: _____

Date spayed or neutered _____

Core Vaccinations (including Rabies) up-to-date: ___ Yes ___ No

Please attach vaccination record and describe any core vaccinations that are not complete. _____

Licensed Veterinarian Signature

Date

Veterinarian Address: _____

Veterinarian Phone No. _____



Assistance Animal Registration/Annual Renewal Form

KHA Policy for Care and Handling of Assistance Animals:

Residents are responsible for feeding, maintaining, providing veterinary care, and controlling their assistance animals. A resident may do this on his or her own or with the assistance of family, friends, volunteers, or service providers.

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.

When a resident's care or handling of an assistance animal violates these policies, KHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If KHA determines that no such accommodation can be made, KHA may withdraw the approval of a particular assistance animal.

Resident's Name (printed)

Resident's Signature

Date

*KHA staff will take a photo of the animal to attach form.

Chapter 11

REEXAMINATIONS

[24 CFR 5.613, 24 CFR 5.61524 CFR Part 960 Subpart C]

INTRODUCTION

HUD requires that PHA's offer 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 KHA 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 KHA decides what other changes must be reported and the procedures for reporting them. This chapter defines KHA'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 eligible family members or have certifications on file indicating they have no Social Security number for ineligible members.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent ¹.
5. Who are in compliance with the KHA's community service requirements.
6. Who remains eligible for non-criminal status or sex offender ineligibility.

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. KHA 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

arrears incurred by the former head of household.

B. ANNUAL REEXAMINATION

1. Regular reexaminations: KHA 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 (3) years ². Flat rent families will have the family composition and community service requirements reexamined annually. **All KHA annual re-certifications 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 30, 60 or 90 days depending on the circumstances, until a reasonably accurate estimate of income can be made. The resident will be notified in writing of the effective date of the special reexamination.
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.
5. Zero/Extremely Low Income Families: Unless the family has income that is excluded from rent computation, families who report zero income or extremely low income will have the income be re-verified through EIV every 60 days for income changes and are further required to complete a written no/low income certification every 60 days and undergo an interim recertification every 60 days. (See Other Interim Reporting Issues below).
6. Reexamination Procedures
 - (a) At the time of reexamination, all adult members of the household will be required to sign a personal declaration and other forms required by HUD.
 - (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) An 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. ³.
 - (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) Criminal status of each member;
 - (iv) Rent the family should pay; and
 - (v) Community Service requirements.
- (e) KHA will anticipate, based on tenants' past and anticipated future employment, the income of tenants with a history of regular employment whose regular reexamination takes place when they are not employed (e.g., school bus drivers). Residents with a history of employment whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.
- (f) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy ⁴.
- (g) Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. KHA will send a notice of lease violation to families that fail to respond to the final notice for noncompliance with the lease. 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 ⁵.
7. Action Following Reexamination
- (a) If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment will be issued ⁶.
 - (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 ⁷.
 - (c) A tenant who has a criminal record that violates KHA or federal provisions, or any provisions of this policy, above, will be served with a lease termination notice.

The terms annual recertification and annual reexamination are synonymous.

For families who move in on the first of the month, the annual recertifications will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in

August 1, the annual recertification will be conducted to be effective on August 1, the following year.)

For families who move in during the month, the annual recertifications will be completed no later than the first of the month in which the family moved in, the following year. (Example: If family moves in August 15, the effective date of the next annual recertification is August 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 or hand delivered. The written notification shall be sent at least 120 days in advance of the anniversary date specifying the date and time of the appointment and the required documents that the tenant will need to supply.

During this reexamination period, the family will be given the option to choose flat rent or income-based rent. KHA 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.

If the family chooses flat rent, an annual recertification is 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, KHA 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

If requested as an accommodation by a person with a disability, KHA will provide the notice in an accessible format. KHA 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.

Persons with disabilities, who are unable to come to the Property Management 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 family is required to complete a Personal Declaration form prior to all annual and interim recertification interviews. (Update Form may be used for interims).

Requirements to Attend

The following family members will be required to attend the recertification interview and sign the personal declaration along with other required forms:

- The head of household, spouse, co-head, and
- All adult household members, age 18 and older.

If the head of household is unable to attend the interview:

The spouse/co-head may recertify for the family, provided that the head of household and all adult household members comes in within 5 days to recertify.

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 2 working days prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with KHA, KHA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, KHA will:

Terminate tenancy for the family.

Exceptions to these policies may be made by the Property Manager 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, KHA 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
- Personal Declaration Form completed by head of household
- Documentation of community service requirements

- Other required documents on new family members, such as SSN or citizenship requirements
- Other required documentation required by HUD and KHA

Verification of Information

All information which 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.

EIV Documentation

A. Historical Adjustments-For each historical adjustment (form HUD-50058 action type 14), the PHA is required to do the following:

- i.** Review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date; and
- ii.** Print and maintain a copy of the EIV Income Report in the tenant file; and
- iii.** Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.

B. Interim Adjustments- For each interim reexamination (form HUD-50058 action type 3) of family income and composition, the PHA is required to have the following documentation in the tenant file:

- i. EIV Income Report or ICN Page** when there is **no** household income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report. (PHAs have the discretion to print the EIV Income report, however, only the ICN page is required.)
- ii. EIV Income Report** when there is an income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report.

C. Annual Recertification- For each annual reexamination of family income and composition, the PHA is required to have the following documentation in the tenant file:

- i. No Dispute of EIV Information:** EIV Income Report, current acceptable tenant-provided documentation, and *if necessary* (as determined by the PHA), traditional third party verification form(s).

ii. Disputed EIV Information: EIV Income report, current acceptable tenant provided documentation, and/or traditional third party verification form(s) for disputed information.

iii. Tenant-reported income not verifiable through EIV system: Current tenant-provided documents, and *if necessary* (as determined by the PHA), traditional third party verification form(s).

Sex Offender Ineligibility

KHA at the annual recertification/reexamination documents include a question asking whether the tenant or any adult member of the tenant's household is subject to a lifetime state sex offender registration program in any state. The KHA will verify this information using the Dru Sjodin National Sex Offender Database or other local source and document this information in the same method used at admission. The Dru Sjodin National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries. The website for the database is located at: <http://www.nsopw.gov>. A record of this screening, including date performed, should be retained.

For any family in occupancy, if the recertification/reexamination screening reveals that the tenant or a member of the tenant's household is subject to a lifetime sex offender registration requirement, or that the tenant has falsified information or otherwise failed to disclose his or her criminal history on their application and/or recertification/reexamination forms, the KHA shall pursue eviction or termination of tenancy to the extent allowed by their lease and state or local law.

KHA determines, in accordance with their screening standards, whether the applicant/tenant and the applicant's/tenant's household members meet the screening criteria. If the processes reveal an applicant's/tenant's household includes an individual subject to State lifetime sex offender registration, the KHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the KHA must deny admission to the family or terminate the lease.

Notwithstanding the above, if the tenant or a member of the tenant's household, regardless of when they were admitted, commits criminal activity while living in federally assisted housing, KHA will pursue eviction or termination of tenancy to the extent allowed by their lease and state or local law.

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 anniversary date and upon receipt of all verification.
2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a new lease will be executed, or 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 anniversary date.

If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the second month following the thirty-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 KHA.

C. NOTICE of CHANGES and REPORTING INTERIM CHANGES

Rent Adjustments

Residents are required to report all changes in family composition or status to KHA 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 income decreases promptly.

KHA wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not result in a rent change. KHA will process interim changes in rent in accordance with the chart below:

<u>INCOME CHANGE</u>	<u>KHA ACTION</u>
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<p>(a) Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days. Increase in income following KHA granting of interim rent decrease. Decreases in income resulting from welfare fraud or from TANF reductions for failure to comply with self-sufficiency program rules are not eligible for rent reduction.</p>	<ul style="list-style-type: none"> • KHA will process an interim reduction in rent if the income decrease will last more than 30 days.
<p>(b) Increase in earned income from the employment.</p>	<ul style="list-style-type: none"> • KHA will process an interim in rent if it is found that the resident at annual or interim re-examination misrepresented or new income to his/her household income. Any increase in rent will be retroactive to the first of the month following the month in which the misrepresentation occurred.
<p>(c) Increase in unearned income.</p>	<ul style="list-style-type: none"> • KHA will process an interim in rent if it is found that the resident at annual or interim re-examination misrepresented or new income to his/her household income. Any increase in rent will be retroactive to the first of the month following the month in which the misrepresentation occurred.
<p>(d) Increase in income because a person with income (from any source) joins the household.</p>	<ul style="list-style-type: none"> • KHA will process an interim increase in rent.
<p>(e) New Incomes that were previously not received or reported, or non--reported income change or misrepresenting the facts upon which the rent is based, so that the rent the resident is paying is less than the rent that he/she should have been charged</p>	<ul style="list-style-type: none"> • KHA will process an interim in rent if it is found that the resident at annual or interim re-examination misrepresented or new income to his/her household income. Any increase in rent will be retroactive to the first of the month following the month in which the misrepresentation occurred.

Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or his/her designee ⁸.

KHA will process interim adjustments in rent as follows:

- (a) When a decrease in income is reported, and the Authority receives confirmation

that the decrease will last less than 30 days, an interim adjustment will not be processed.

- (b) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

Residents granted a reduction in rent under these provisions would be required to report for special reexaminations at intervals determined by the KHA. Reporting is required until income increases or it is time for the next regularly scheduled reexamination, whichever occurs first.

Effective Date of Adjustments

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following receipt of all verification.
2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

Families must report all changes in household composition to KHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain KHA 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, KHA will complete a personal declaration or update form and reverify, using the same procedures KHA 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 must report all increases in income/assets of all household members to KHA in writing within 10 calendar days of the occurrence.

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 comes as a result of a new income source.
- Increases in household income that was not anticipated at the annual recertification period.

Increases in Income and Rent Adjustments

KHA will process rent adjustments for all increases in income, 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 the date reported.

KHA will process the rent adjustment unless KHA confirms that the decrease in income will last less than 30 calendar days.

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 KHA may schedule a special reexamination every 30 days until the income stabilizes and an annual income can be determined.

D. OTHER INTERIM REPORTING ISSUES

Families will not be required to report any increase in income or decreases in allowable expense previously reported between annual reexaminations unless their rent is determined under the formula method.

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

- A member has been added to the family through birth, adoption, or court-awarded custody;
- A member is leaving or has left the household;
- Any member of the household that was reported as unemployed on the most recent certification or recertification obtains employment.
- Any income is received by a family that on their most recent certification or recertification reported a zero (0) household income.

In order to add a household member other than through birth or adoption, the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete a Request for Addition to Family form stating their income, assets, and

other information required. The individual must provide a copy of their Social Security card if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The KHA will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph 14.8 below.

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

Residents are required to report all changes in family composition or status to KHA 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 90 days. Unless the family has income that is excluded from rent computation, families who report zero income or extremely low income will have the income be re-verified through EIV every 90 days for income changes and are further required to complete a written no/low income certification every 90 days and undergo an interim recertification every 90 days, until they have a stable income. If any increases in income are indicated in any of the above information or other verification, then the family will be reviewed for an interim and the rent will be adjusted accordingly. 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. Families that report zero or extremely low income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

KHA 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 will 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 KHA 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 KHA. The family must inform KHA and request approval of additional family members other than additions due to birth, adoption, 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.

Deceased Tenant Actions (PIH 2010-9)

Corrective Actions Required by PHAs. When the Deceased Tenants Report identifies an individual as being deceased, KHA is required to take the following actions:

- Immediately contact the head of household (HOH) or emergency contact person (if the HOH is deceased and there is no other adult household member) to confirm the death of the listed household member. A letter should be sent to the HOH, followed by a telephone call.
- KHA shall conduct a home visit to determine if anyone is residing in the unit. If there are unauthorized persons in the unit of a deceased single member household KHA must pursue judicial intervention to have them lawfully removed from the unit. KHA will follow the State and local Tenant and Landlord laws to regain possession of the unit.
- **When the remaining household member is a live-in aide.** When the HOH dies and the only remaining household member is the live- in aide, the live- in aide is not entitled or eligible for any rental assistance or continued occupancy in a subsidized unit. By definition, the live-in aide would not be living in the subsidized unit except to provide the necessary supportive services on behalf of the elderly or disabled HOH. The KHA may not designate the live-in aide as the new HOH or change the relation code (line item 3h on the form HUD-50058) of the live- in aide to make him or her an eligible household member (eligible for assistance). The KHA must notify the live- in aide s/he is required to vacate the unit at the end of month. If the live- in aide does not vacate the unit, the KHA must follow local Tenant and Landlord laws to regain possession of the unit.

What to do if the HOH is deceased and the remaining household members are minors.

KHA shall follow the established policy for dealing with situations when the HOH dies during tenancy and the remaining household members are minors. KHA's policy includes (but is not limited to) allowing a temporary adult guardian to reside in the unit until a court-appointed guardian is established. In accordance with its screening policies, the KHA may add the new guardian as the new HOH should the legal appointment be of a duration of greater than 6

months. KHA will work with the local Department of Social Services to ensure that the best interests of the children are addressed.

What to do if an identified household member is reported to be deceased and is actually alive. There are a very few instances when an error has been made in the SSA's Death Match File (DMF), where an individual is reported as deceased, but actually living. In the event that a household member is misidentified as deceased on the Deceased Tenants Report, KHA will immediately notify the individual in writing and advise the individual to contact SSA so that SSA may correct its records. The individual may contact SSA at (800) 772-1213, or visit his/her local SSA office for assistance.

The KHA will provide the individual with his/her section of the EIV Income Report, which shows the death information. KHA is authorized to provide EIV information only to the individual the information pertains to. The KHA will provide the minor's information to the minor's adult parent or guardian.

KHA will make a note in the tenant file that the individual has been identified as deceased; however, the KHA has confirmed that the individual is actually alive. Only SSA can correct erroneous death information.

For deceased single member households (where there are no unauthorized unit occupants), KHA may list the date of death as the last day of the month, in which the death occurred. KHA is required to then classify the unit as vacant in PIC. The KHA may not use a later date based on the date that all personal belongings were removed from the unit by the family. The KHA may coordinate the removal of personal belongings within a reasonable time frame (not to exceed 14 days). In situations where the LAH seeks judicial intervention to regain possession of the public housing unit, the KHA must list eviction date (the day in which the KHA has regained possession of the unit) as the effective date of action.

Increase in Family Size

KHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

- Addition by marriage/or marital-type relation.
- 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

KHA 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. KHA 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, KHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify KHA before they move out of a unit in accordance with the lease and to give KHA information about any family absence from the unit.

Families must notify KHA if they are going to be absent from the unit for more than seven (7) 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 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, KHA 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.

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 KHA 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 Property Manager.

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 more than 30 consecutive days. The rent and other charges must remain current during this period.

KHA 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, KHA 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 KHA 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, KHA 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, KHA 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.

KHA 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 KHA approves a person to reside in the unit as guardian for the child(ren), the income of the guardian not should be counted pending a final disposition. KHA 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:

KHA Policy

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

Visitors (See Chapter on Leasing)

A visitor/*guest* is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

The lease must provide the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests [24 CFR 966.4(d)]. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near PHA premises [24 CFR 966.4(f)].

A resident family must notify the KHA in writing when overnight guests will be staying in the unit for more than 3 days.

A guest can remain in the unit no longer than 5 consecutive days or a total of 30 cumulative calendar days during any 12-month period.

Residents are responsible for the actions and conduct of their guests in accordance with the lease.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

Former residents who have been evicted are not permitted as overnight guests.

Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes violation of the lease.

Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

Statements from neighbors and/or KHA staff will be considered in making the determination.

KHA will consider:

- Statements from neighbors and/or KHA 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 KHA 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 KHA 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
- KHA 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. Family members that have temporary eligible status will be re-verified for eligibility at the annual recertification period.

H. OVER-INCOME FAMILIES **[24 CFR 960.507 and 960.261; FR NOTICE 02/14/23; NOTICE PIH 2019-11]**

The Housing Opportunity Through Modernization Act (HOTMA) of 2016 placed an income limitation on public housing tenancies. The over-income requirement states that after a family's income has exceeded 120 percent of area median income (AMI) (or a different limitation established by the secretary) for two consecutive years, the PHA must either terminate the family's tenancy within six months of the determination, or charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds, as determined by regulations.

PHAs also have discretion, under 24 CFR 960.261, to adopt policies allowing termination of tenancy for families whose income exceeds the limit for program eligibility.

PHA Policy

At annual or interim reexamination, if a family's income exceeds the applicable over-income limit, the PHA will document the family file and begin tracking the family's over-income status.

If one year after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, the PHA will notify the family in writing that their income has exceeded the over-income limit for one year, and that if the family continues to be over-income for 12 consecutive months, the family will be subject to the PHA's over-income policies.

If two years after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, the PHA will terminate the tenancy of the family within three months after the final notification of the family's over-income status. If, at any time, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with PHA policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. The PHA will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family is entitled to a new two-year grace period.

See Chapter 12, Section B, Over-Income Families for more details.

¹ 24 CFR § 5.5

² 24 CFR § 960.257

³ 24 CFR § 960.259(c)

⁴ 24 CFR § 5

⁵ 24 CFR § 966.4 (c)(2)

⁶ 24 CFR § 966.4 (c) & (o)

⁷ 24 CFR § 966.4 (c)(3)

⁸ 24 CFR § 960.259 (c)

Chapter 12

LEASE TERMINATIONS **[24 CFR 966.4]**

INTRODUCTION

KHA 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 (1)(2)], and the terms of the lease. This Chapter describes KHA's policies for notification of lease termination and provisions of the lease.

A. TERMINATION BY TENANT

The tenant may terminate the lease by providing KHA with a written 30-day advance notice as defined in the lease agreement.

B. TERMINATION BY PHA – MANDATORY

OVERVIEW

HUD requires mandatory termination of the lease for certain actions or inactions of the family. There are other actions or inactions of the family that constitute grounds for lease termination, but the lease termination is not mandatory. The PHA must establish policies for termination of the lease in these cases where termination is optional for the PHA.

For those tenant actions or failures to act where HUD requires termination, the PHA has no such option. In those cases, the family's lease must be terminated. This part describes situations in which HUD requires the PHA to terminate the lease.

FAILURE TO PROVIDE CONSENT [24 CFR 960.259(a) and (b)]

The PHA must terminate the lease if any family member fails to sign and submit any consent form he/she is required to sign for any reexamination.

FAILURE TO DOCUMENT CITIZENSHIP [24 CFR 5.514(c) and (d) and 24 CFR 960.259(a)]

The PHA must terminate the lease if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or (3) a family member, as determined by the PHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

FAILURE TO DISCLOSE AND DOCUMENT SOCIAL SECURITY NUMBERS

[24 CFR 5.218(c), 24 CFR 960.259(a)(3), Notice PIH 2018-24]

The PHA must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.

However, if the family is otherwise eligible for continued program assistance, and the PHA determines that the family's failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside of the family's control, the PHA may defer the family's termination and provide the opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date the PHA determined the family to be noncompliant.

PHA Policy

The PHA will defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency, if there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline.

FAILURE TO ACCEPT THE PHA'S OFFER OF A LEASE REVISION

[24 CFR 966.4(l)(2)(ii)(E)]

The PHA must terminate the lease if the family fails to accept the PHA's offer of a lease revision to an existing lease, provided the PHA has done the following:

The revision is on a form adopted by the PHA in accordance with 24 CFR 966.3 pertaining to requirements for notice to tenants and resident organizations and their opportunity to present comments.

The PHA has made written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect.

The PHA has specified in the offer a reasonable time limit within that period for acceptance by the family.

METHAMPHETAMINE CONVICTION [24 CFR 966.4(l)(5)(i)(A)]

The PHA must immediately terminate the lease if the PHA determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

Premises means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

LIFETIME REGISTERED SEX OFFENDERS [Notice PIH 2012-28]

Should a PHA discover that a member of an assisted household was subject to a lifetime

registration requirement at admission and was erroneously admitted after June 25, 2001, the PHA must immediately terminate assistance for the household member.

In this situation, the PHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the PHA must terminate assistance for the household.

NONCOMPLIANCE WITH COMMUNITY SERVICE REQUIREMENTS

[24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)(2)(ii) and (c)]

The PHA is prohibited from renewing the lease at the end of the 12-month lease term when the family fails to comply with the community service requirements.

DEATH OF A SOLE FAMILY MEMBER [Notice PIH 2012-4]

The PHA must immediately terminate the lease following the death of the sole family member.

OVER INCOME FAMILIES

[24 CFR 960.507; FR Notice 7/26/18; Notice PIH 2019-11; FR Notice 2/14/23]

In the public housing program, an over-income family is defined as a family whose income exceeds the over-income limit for 24 consecutive months. When this occurs, the PHA must either:

Terminate the family's tenancy within six months of the PHA's final notification of the end of the 24-month grace period; or

Within 60 days of the PHA's final notification of the end of the 24-month grace period or the next lease renewal (whichever is sooner), have the family execute a new lease that is consistent with 24 CFR 960.509 and charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds.

The PHA must establish a continued occupancy policy for over-income families in the ACOP indicating which of the above will occur.

PHA Policy

For families whose income exceeds the over-income limit for 24 consecutive months, the PHA will terminate the tenancy of the family within three months after the final notification of the family's over-income status in accordance with the continued occupancy policies below.

Over-Income Limit [Notice PIH 2019-11]

The PHA must publish over-income limits in their ACOP and update them no later than 60 days after HUD publishes new income limits each year. The over-income limit is calculated by

multiplying the very low-income limit (VLI) by 2.4, as adjusted for family size.

PHA Policy

The PHA will rely on the following over-income limits. These numbers will be updated within 60 days of HUD publishing new income limits each year and will be effective for all annual and interim reexaminations once these policies have been adopted.

Family Size	1	2	3	4	5	6	7	8
Over-Income Limits	\$58,200	\$66,480	\$74,760	\$83,040	\$89,760	\$96,360	\$103,080	\$109,680

Effective 05/15/2023

For families larger than eight persons, the over-income limit will be calculated by multiplying the applicable very low-income limit by 2.4.

Decreases in Income [24 CFR 960.507(c)(4)]

If, at any time during the consecutive 24-month period following the initial over-income determination, the PHA determines that the family’s income is below the over-income limit, the PHA’s over-income policies no longer apply to the family. If the PHA later determines that the family’s income exceeds the over-income limit at a subsequent annual or interim reexamination, the family is entitled to a new 24 consecutive month period and new notices under this section.

PHA Policy

If, at any time during the 24-month period following the initial over-income determination, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent.

If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. The PHA will notify the family in writing within 10 business days of the determination that over-income policies no longer apply to them.

Initial Notice of Over-Income Status [24 CFR 960.507(c)(1)]

If the PHA determines the family has exceeded the over-income limit during an annual or interim reexamination, the PHA must provide written notice to the family of the over-income

determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit and continuing to do so for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

PHA Policy

At annual or interim reexamination, if a family's income exceeds the applicable over Income limit, within 10 business days the PHA will notify the family in writing of the determination and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the PHA's over-income policies. The notice will state that the family may request a hearing if the family disputes the PHA's determination.

Second Notice of Over-Income Status [24 CFR 960.507(c)(2)]

The PHA must conduct an income examination 12 months after the initial over-income determination, unless the PHA determined the family's income fell below the over-income limit since the initial over-income determination. If the PHA determines the family continues to exceed the over-income limit for 12 consecutive months, the PHA must provide written notification of this 12-month over-income determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 12 consecutive months and continuing to do so for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families. Additionally, if applicable under PHA policy, the notice must include an estimate (based on current data) of the alternative non-public housing rent for the family's unit. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

PHA Policy

If a family's income exceeds the applicable over-income limit after 12 consecutive months, within 10 business days, the PHA will notify the family in writing of the determination and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the PHA's over-income policies. The notice will state that the family may request a hearing if the family disputes the PHA's determination.

Final Notice of Over-Income Status [24 CFR 960.507(c)(3) and 960.509]

Unless the PHA determined the family's income fell below the over-income limit since the second over-income determination, the PHA must conduct an income examination 24 months after the initial over income determination. If the family continues to be over-income based on

this determination, the PHA must provide written notification of this determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 24 consecutive months and that the PHA will follow its continued occupancy policies for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

PHA Policy

For families whose income exceeds the over-income limit for 24 consecutive months, the PHA will terminate the tenancy of the family within three months after the final notification of the family's over-income status.

During the period before termination, the over-income family will continue to be a public housing program participant until their tenancy is terminated. The PHA will continue to charge the family rent in accordance with public housing regulations, will offer the family the choice between income-based and flat rent as required by the regulations, and will prorate rent for mixed families.

The PHA will give appropriate notice of lease tenancy termination (notice to vacate) in accordance with state and local laws.

C. TERMINATION BY KHA-Other Authorized Reasons

Termination of tenancy will be in accordance with KHA's lease.

The lease may be terminated by KHA 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 annual 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 tenants 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 KHA property to be present on the KHA property. An up-to-date banned list is maintained at the KHA's main office and is included in the KHA's newsletters.
- Alcohol abuse that KHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Other good cause.
- Four (4) summons in a calendar year (January 1 through December 31).
- Harboring a fugitive or failure to cooperate with law enforcement.

D. NOTIFICATION REQUIREMENTS

KHA'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 will include a statement of the protection against termination provided by VAWA for victims of domestic violence, dating violence, 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, or stalking of which a family member is the victim will be given the opportunity to provide documentation in accordance with the policies in Chapter 12-D.

Timing of the Notice

If KHA 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; (Superseded by PIH Notice 2021-29 below);

HUD published "Extension of Time and Required Disclosures for Notification of Nonpayment of Rent" as an Interim Final Rule effective November 8, 2021 (PIH Notice 2021-29). The Interim Final Rule requires that pursuant to a determination of the Secretary of HUD, tenants must be provided no less than 30 days advanced notification of lease termination due to nonpayment of rent. Further the rule also requires that within the notification, PHAs must provide information to affected tenants as necessary to support tenants in securing available funding through the US Department of Treasury's Emergency Rental assistance (ERA) program provided directly to states. This determination remains in effect until a subsequent HUD notice is issued rescinding the determination.

A reasonable time, defined in the lease as 5 calendar days, considering the seriousness of the situation when the health or safety of other residents, household members or KHA employees is threatened.

At least thirty days prior to termination in all other cases.

Criminal Activity

KHA 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.

KHA will terminate assistance of participants in cases where KHA 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 KHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

KHA 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.

"Engaged in or engaging in a recent history of" criminal activity means any act within the past 7 years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of KHA, 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, KHA 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.

KHA will waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible rehabilitation program approved by KHA, or

The individual involved in drug-related criminal activity is no longer in the household because the person is incarcerated.

D. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

This section addresses the protections against termination of tenancy that the Violence against Women Act of 2013 (VAWA) provides for public housing residents who are victims of domestic violence, dating violence, sexual assault, or stalking. For general VAWA requirements and KHA policies pertaining to notification, documentation, and confidentiality, see Chapter 20 of this ACOP, where definitions of key VAWA terms are also located.

VAWA Protections against Termination [24 CFR 5.2005(c)]

VAWA provides that no person may deny assistance, tenancy, or occupancy rights to public housing to a tenant on the basis or as a direct result of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or affiliated individual is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking [FR Notice 8/6/13].

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 or threatened victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence [24 CFR 5.2005(c)(1), FR Notice 8/6/13].

Limits on VAWA Protections [24 CFR 5.2005(d) and (e), FR Notice 8/6/13]

While VAWA prohibits a KHA from using domestic violence, dating violence, sexual assault, or stalking as the cause for a termination or eviction action against a public housing tenant who is the victim of the abuse, the protections it provides are not absolute. Specifically:

VAWA does not limit a KHA's otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, sexual assault, or stalking providing that the KHA does not subject the victim to a more demanding standard than the standard to which it holds other tenants.

VAWA does not limit a KHA's authority to terminate the tenancy of any public housing tenant if the KHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated.

HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk
- The nature and severity of the potential harm
- The likelihood that the potential harm will occur
- The length of time before the potential harm would occur [24 CFR 5.2005(e)].

In order to demonstrate an actual and imminent threat, the KHA must have objective evidence of words, gestures, actions, or other indicators. Even when a victim poses an actual and imminent threat, however, HUD regulations authorize a KHA to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat, including but not limited to transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat" [24 CFR 5.2005(d)(3)]. Additionally, HUD regulations state that restrictions "predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents" [24 CFR 5.2005(d)(3)].

KHA Policy

In determining whether a public housing tenant who is a victim of domestic violence,

dating violence, sexual assault, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the KHA will consider the following, and any other relevant, factors:

Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, or stalking

Whether the threat is a physical danger beyond a speculative threat

Whether the threat is likely to happen within an immediate time frame

Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the tenant wishes to contest the KHA's determination that he or she is an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing or in a court proceeding.

Documentation of Abuse [24 CFR 5.2007]

KHA Policy

When an individual facing termination of tenancy for reasons related to domestic violence, dating violence, sexual assault, or stalking claims protection under VAWA, the KHA will request in writing that the individual provide documentation supporting the claim in accordance with the policies in Chapter 20, section D of this ACOP.

The KHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases the KHA will document the waiver in the individual's file.

Terminating or Evicting a Perpetrator of Domestic Violence

Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators. In fact, VAWA gives the KHA the explicit authority to bifurcate a lease, or remove a household member from a lease, "in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing" [FR Notice 8/6/13]. Moreover, HUD regulations impose on the KHA the obligation to consider lease bifurcation in any circumstances involving domestic violence, dating violence, or stalking [24 CFR 966.4(e)(9)].

Specific lease language affirming the KHA's authority to bifurcate a lease is not necessary, and the authority supersedes any local, state, or federal law to the contrary. However, if the KHA

chooses to exercise its authority to bifurcate a lease, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance. This means that the KHA must follow the same rules when terminating or evicting an individual as it would when terminating or evicting an entire family [FR Notice 3/16/07]. The KHA must not initiate eviction procedures until 30 days after the lease bifurcation [Notice PIH 2017-08].

KHA Policy

The KHA will bifurcate a family's lease and terminate the tenancy of a family member if the KHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, nonculpable family members.

In making its decision, the KHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-5382) or other documentation of abuse submitted to the KHA by the victim in accordance with this section and Chapter 20, section D.

The KHA will also consider the factors in Chapter 12, section B. Upon such consideration, the KHA may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

If the KHA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If the person removed from the lease was the only tenant eligible to receive assistance, the KHA must provide any remaining tenant a chance to establish eligibility for the unit. If the remaining tenant cannot do so, the KHA must provide the tenant reasonable time to find new housing or to establish eligibility for another housing program covered by VAWA 2013.

E. RECORD KEEPING

A written record of every termination and/or eviction shall be maintained by KHA through the data based system and as a minimum 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);

F. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]

If KHA 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 3 years. 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

GRIEVANCES AND APPEALS

INTRODUCTION

This chapter discusses grievances and appeals pertaining to KHA actions or failures to act that adversely affect public housing applicants or residents. The policies are discussed in the following three parts:

Part I: Informal Hearings for Public Housing Applicants. This part outlines the requirements and procedures for informal hearings for public housing applicants.

Part II: Informal Hearings with Regard to Noncitizens. This part discusses informal hearings regarding citizenship status and where they differ from the requirements for general applicant and tenant grievances.

Part III: Grievance Procedures for Public Housing Residents. This part outlines the requirements and procedures for handling grievances for public housing residents.

Note that this chapter is not the KHA's grievance procedure. The grievance procedure is a document separate from the ACOP. This chapter of the ACOP provides the policies that drive the grievance procedure.

PART I: INFORMAL HEARINGS FOR PUBLIC HOUSING APPLICANTS

13-I.A. OVERVIEW

When the KHA makes a decision that has a negative impact on an applicant family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal hearing. HUD regulations do not provide a structure for or requirements regarding informal hearings for applicants (except with regard to citizenship status, to be covered in Part II). This part discusses the KHA policies necessary to respond to applicant appeals through the informal hearing process.

13-I.B. INFORMAL HEARING PROCESS [24 CFR 960.208(a) and PH OCC GB, p. 58]

Informal hearings are provided for public housing applicants. An applicant is someone who has applied for admission to the public housing program, but is not yet a tenant in the program. Informal hearings are intended to provide a means for an applicant to dispute a determination of ineligibility for admission to a project [24 CFR 960.208(a)]. Applicants to public housing are not entitled to the same hearing process afforded tenants under the KHA grievance procedures [24 CFR 966.53(a) and PH Occ GB, p. 58].

Informal hearings provide applicants the opportunity to review the reasons for denial of admission and to present evidence to refute the grounds for denial.

Use of Informal Hearing Process

While the KHA must offer the opportunity of an informal hearing to applicants who have been determined as ineligible for admission, the KHA could make the informal hearing process available to applicants who wish to dispute other KHA actions that adversely affect them.

KHA Policy

The KHA will only offer informal hearings to applicants for the purpose of disputing denials of admission.

Notice of Denial [24 CFR 960.208(a)]

The KHA must give an applicant prompt notice of a decision denying eligibility for admission. The notice must contain a brief statement of the reasons for the KHA decision, and must also state that the applicant may request an informal hearing to dispute the decision. The notice must describe how to obtain the informal hearing.

When denying eligibility for admission, the KHA must provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-5382) in accordance with the Violence against Women Reauthorization Act of 2013, and as outlined in 16-VII.C. The notice and self-certification form must accompany the written notification of the denial of eligibility determination.

Prior to notification of denial based on information obtained from criminal or sex offender registration records, the family, in some cases, must be given the opportunity to dispute the information in those records which would be the basis of the denial. See Chapter 2 for details concerning this requirement.

Scheduling an Informal Hearing

KHA Policy

A request for an informal hearing must be made in writing and delivered to the KHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the KHA's notification of denial of admission.

The KHA will schedule and send written notice of the informal hearing within 10 business days of the family's request.

Conducting an Informal Hearing [PH OCC GB, p. 58]

KHA Policy

The informal hearing will be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant will be provided an opportunity to present written or oral objections to the decision of the KHA.

The person conducting the informal hearing will make a recommendation to the KHA, but the KHA is responsible for making the final decision as to whether admission should be granted or denied.

Informal Hearing Decision [PH OCC GB, p. 58]

KHA Policy

The KHA will notify the applicant of the KHA's final decision, including a brief statement of the reasons for the final decision.

In rendering a decision, the KHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the notice

The validity of grounds for denial of admission. If the grounds for denial are not specified in the regulations or in KHA policy, then the decision to deny assistance will be overturned. See Chapter 2 for a detailed discussion of the grounds for applicant denial.

The validity of the evidence. The KHA will evaluate whether the facts presented prove the grounds for denial of admission. If the facts prove that there are grounds for denial, and the denial is required by HUD, the KHA will uphold the decision to deny admission.

If the facts prove the grounds for denial, and the denial is discretionary, the KHA will consider the recommendation of the person conducting the informal hearing in making the final decision whether to deny admission.

The KHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed, with return receipt requested, within 10 business days of the informal hearing, to the applicant and his or her representative, if any.

If the informal hearing decision overturns the denial, processing for admission will resume.

If the family fails to appear for their informal hearing, the denial of admission will stand and the family will be so notified.

Reasonable Accommodation for Persons with Disabilities [24 CFR 966.7]

Persons with disabilities may request reasonable accommodations to participate in the informal hearing process and the KHA must consider such accommodations. The KHA must also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability. See Chapter 1 for more detail pertaining to reasonable accommodation requests.

PART II: INFORMAL HEARINGS WITH REGARD TO NONCITIZENS

13-II.A. HEARING AND APPEAL PROVISIONS FOR NONCITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal hearings used to deny applicants for reasons other than immigration status.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the KHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the KHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

As discussed in Chapters 2 and 12, the notice of denial or termination of assistance for noncitizens must advise the family of any of the following that apply:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a tenant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the KHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

United States Citizenship and Immigration Services Appeal Process [24 CFR 5.514(e)]

When the KHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the KHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the KHA with a copy of the written request for appeal and proof of mailing.

KHA Policy

The KHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.

The family must provide the KHA with a copy of the written request for appeal and proof

of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the KHA, of its decision. When the USCIS notifies the KHA of the decision, the KHA must notify the family of its right to request an informal hearing.

KHA Policy

The KHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, an applicant family may request that the KHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the KHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

The KHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the KHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

KHA Policy

The family will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of KHA documents no later than 12:00 p.m. on the business day prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the KHA, and to confront and cross-examine all witnesses on whose testimony or information the KHA

relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to request an interpreter. The KHA is obligated to provide a competent interpreter, free of charge, upon request. The family may also or instead provide its own interpreter, at the expense of the family.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. The KHA may, but is not required to provide a transcript of the hearing.

KHA Policy

The KHA will not provide a transcript of an audio taped informal hearing.

Hearing Decision

The KHA must provide the family with a written notice of the final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The notice must state the basis for the decision.

Retention of Documents [24 CFR 5.514(h)]

The KHA must retain for a minimum of 5 years the following documents that may have been submitted to the KHA by the family, or provided to the KHA as part of the USCIS appeal or the KHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, a resident family may request that the KHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the KHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for resident families whose tenancy is being terminated based

on immigration status is the same as for any grievance under the grievance procedures for resident families found in Part III below.

PART III: GRIEVANCE PROCEDURES FOR PUBLIC HOUSING RESIDENTS

13-III.A. REQUIREMENTS [24 CFR 966.52]

KHAs must have a grievance procedure in place through which residents of public housing are provided an opportunity to grieve any KHA action or failure to act involving the lease or KHA policies which adversely affect their rights, duties, welfare, or status. The KHA must not only meet the minimal procedural due process requirements provided under the regulations, but must also meet any additional requirements imposed by local, state or federal law.

The KHA grievance procedure must be included in, or incorporated by reference in, the lease.

KHA Policy

The KHA grievance procedure will be incorporated by reference in the tenant lease. The KHA must provide at least 30 days notice to tenants and resident organizations setting forth proposed changes in the KHA grievance procedure, and provide an opportunity to present written comments. Comments submitted must be considered by the KHA before adoption of any changes to the grievance procedure by the KHA.

KHA Policy

Residents and resident organizations will have 30 calendar days from the date they are notified by the KHA of any proposed changes in the KHA grievance procedure, to submit written comments to the KHA.

The KHA must furnish a copy of the grievance procedure to each tenant and to resident organizations.

13-III.B. DEFINITIONS [24 CFR 966.53; 24 CFR 966.51(a)(2)(i)]

There are several terms used by HUD with regard to public housing grievance procedures, which take on specific meanings different from their common usage. These terms are as follows:

- **Grievance** – any dispute which a tenant may have with respect to KHA action or failure to act in accordance with the individual tenant’s lease or KHA regulations which adversely affect the individual tenant’s rights, duties, welfare or status
- **Complainant** – any tenant whose grievance is presented to the KHA or at the project management office
- **Due Process Determination** – a determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit
- **Expedited Grievance** – a procedure established by the KHA for any grievance or termination that involves:
 - Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the KHA’s public housing premises by other residents or employees of the KHA; or

-
- Any violent or drug-related criminal activity on or off the premises
 - Any criminal activity that resulted in felony conviction of a household member.
 - **Elements of Due Process** – an eviction action or a termination of tenancy in a state or local court in which 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 KHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have
 - A decision on the merits
 - **Hearing Officer/Panel** – an impartial person or persons selected by the KHA, other than the person who made or approved the decision under review, or a subordinate of that person. The individual or individuals do not need legal training.
 - **Tenant** – the adult person (or persons) (other than a live-in aide)
 - Who resides in the unit, and who executed the lease with the KHA as lessee of the dwelling unit, or, if no such person now resides in the unit,
 - Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit
 - **Resident Organization** – includes a resident management corporation

13-III.C. APPLICABILITY [24 CFR 966.51]

Grievances could potentially address most aspects of a KHA's operation. However, there are some situations for which the grievance procedure is not applicable.

The grievance procedure is applicable only to individual tenant issues relating to the KHA. It is not applicable to disputes between tenants not involving the KHA. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of the KHA.

If HUD has issued a due process determination, a KHA may exclude from the KHA grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the KHA
- Any violent or drug-related criminal activity on or off such premises
- Any criminal activity that resulted in felony conviction of a household member.

If HUD has issued a due process determination, the KHA may evict through the state/local judicial eviction procedures. In this case, the KHA is not required to provide the opportunity for a hearing under the KHA's grievance procedure as described above.

KHA Policy

The KHA is located in a HUD-declared due process state. Therefore, the KHA will not offer grievance hearings for lease terminations involving criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the KHA, or for violent or drug-related criminal activity on or off the premises, or for any criminal activity that resulted in felony conviction of a household member.

See Chapter 13 for related policies on the content of termination notices.

13-III.D. INFORMAL SETTLEMENT OF GRIEVANCE [24 CFR 966.54]

HUD regulations state that any grievance must be personally presented, either orally or in writing, to the KHA office or to the office of the housing development in which the complainant resides so that the grievance may be discussed informally and settled without a hearing.

KHA Policy

The KHA will accept requests for an informal settlement of a grievance either orally or in writing, to the KHA office within 5 business days of the grievable event. Within 5 business days of receipt of the request the KHA will arrange a meeting with the tenant at a mutually agreeable time and confirm such meeting in writing to the tenant.

If a tenant fails to attend the scheduled meeting without prior notice, the KHA will reschedule the appointment only if the tenant can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

HUD regulations require that a summary of such discussion will be prepared within a reasonable time and one copy will be given to the tenant and one retained in the KHA's tenant file.

The summary must specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and will specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

KHA Policy

The KHA will prepare a summary of the informal settlement within 5 business days; one copy to be given to the tenant and one copy to be retained in the KHA's tenant file.

For KHAs who have the option to establish an expedited grievance procedure, and who exercise this option, the informal settlement of grievances is not applicable to those grievances for which the expedited grievance procedure applies.

13-III.E. PROCEDURES TO OBTAIN A HEARING

Requests for Hearing and Failure to Request

KHA Policy

The resident must submit a written request for a grievance hearing to the KHA within 10 business days of the tenant's receipt of the summary of the informal settlement.

If the complainant does not request a hearing, the KHA's disposition of the grievance under the informal settlement process will become final. However, failure to request a

hearing does not constitute a waiver by the complainant of the right to contest the KHA's action in disposing of the complaint in an appropriate judicial proceeding.

Scheduling of Hearings [24 CFR 966.56(a)]

If the complainant has complied with all requirements for requesting a hearing as described above, a hearing must be scheduled by the hearing officer/panel promptly for a time and place reasonably convenient to both the complainant and the KHA. A written notification specifying the time, place and the procedures governing the hearing must be delivered to the complainant and the appropriate KHA official.

KHA Policy

Within 10 business days of receiving a written request for a hearing, the hearing officer will schedule and send written notice of the hearing to both the complainant and the KHA.

The KHA may wish to permit the tenant to request to reschedule a hearing for good cause.

KHA Policy

The tenant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the KHA may request documentation of the "good cause" prior to rescheduling the hearing.

Expedited Grievance Procedure [24 CFR 966.52(a)]

The KHA may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the KHA, or
- Any drug-related criminal activity on or near such premises

In such expedited grievances, the informal settlement of grievances as discussed in 14-III.D is not applicable.

The KHA may adopt special procedures concerning expedited hearings, including provisions for expedited notice or scheduling, or provisions for expedited decision on the grievance.

KHA Policy

The KHA will not offer expedited grievance procedures.

13-III.F. SELECTION OF HEARING OFFICER/PANEL [24 CFR 966.53(e)]

The grievance hearing must be conducted by an impartial person or persons appointed by the KHA, other than the person who made or approved the KHA action under review, or a

subordinate of such person. The KHA must describe their policies for selection of a hearing officer in their lease.

KHA Policy

KHA grievance hearings will be conducted by a single hearing officer and not a panel.

KHAs must describe their policies for selection of a hearing officer in their lease forms. Changes to the public housing lease are subject to a 30-day comment period (24 CFR 966.4)

13-III.G. PROCEDURES GOVERNING THE HEARING [24 CFR 966.56]

Rights of Complainant [24 CFR 966.56(b)]

The complainant will be afforded a fair hearing. This includes:

- The opportunity to examine before the grievance hearing any KHA documents, including records and regulations that are directly relevant to the hearing. The tenant must be allowed to copy any such document at the tenant's expense. If the KHA does not make the document available for examination upon request by the complainant, the KHA may not rely on such document at the grievance hearing.

KHA Policy

The tenant will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of KHA documents no later than 12:00 p.m. on the business day prior to the hearing.

- The right to be represented by counsel or other person chosen to represent the tenant, and to have such person make statements on the tenant's behalf.

KHA Policy

Hearings may be attended by the following applicable persons:

A KHA representative(s) and any witnesses for the KHA

The tenant and any witnesses for the tenant

The tenant's counsel or other representative

Any other person approved by the KHA as a reasonable accommodation for a person with a disability

- 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 KHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the KHA or project management relies.
- A decision based solely and exclusively upon the facts presented at the hearing.

Failure to Appear [24 CFR 966.56(c)]

If the complainant or the KHA fails to appear at a scheduled hearing, the hearing officer/panel

may make a determination to postpone the hearing for no more than five business days or may make a determination that the party has waived his/her right to a hearing. Both the complainant and the KHA must be notified of the determination by the hearing officer/panel: Provided, That a determination that the complainant has waived his/her right to a hearing will not constitute a waiver of any right the complainant may have to contest the KHA's disposition of the grievance in an appropriate judicial proceeding.

There may be times when a complainant does not appear due to unforeseen circumstances which are out of their control and are no fault of their own.

KHA Policy

If the tenant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 20 minutes. If the tenant appears within 20 minutes of the scheduled time, the hearing will be held. If the tenant does not arrive within 20 minutes of the scheduled time, they will be considered to have failed to appear.

If the tenant fails to appear and was unable to reschedule the hearing in advance, the tenant must contact the KHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the tenant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities.

“Good cause” is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

General Procedures [24 CFR 966.56(d), (e)]

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the KHA must sustain the burden of justifying the KHA action or failure to act against which the complaint is directed [24 CFR 966.56(d)].

The hearing is conducted informally by the hearing officer/panel. The KHA and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint, and to question any witnesses.

KHA Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses

Documentary evidence: a writing which is relevant to the case, for example, a letter written to the KHA. Writings include all forms of recorded communication or representation, including letters, emails, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If the KHA fails to comply with the discovery requirements (providing the tenant with the opportunity to examine KHA documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence.

Other than the failure of the KHA to comply with discovery requirements, the hearing officer has the authority to overrule any objections to evidence.

The complainant or the KHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript [24 CFR 966.56(e)].

KHA Policy

If the complainant would like the KHA to record the proceedings by audiotape, the request must be made to the KHA by 12:00 p.m. on the business day prior to the hearing. The KHA will consider that an audio tape recording of the proceedings is a transcript.

Accommodations of Persons with Disabilities [24 CFR 966.56(f)]

The KHA 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 in the grievance process must be in an accessible format.

See Chapter 2 for a thorough discussion of the KHA's responsibilities pertaining to reasonable accommodation.

Limited English Proficiency (24 CFR 966.56(g))

The KHA must comply with HUD's LEP Final Rule in providing language services throughout the grievance process.

13-III.H. DECISION OF THE HEARING OFFICER/PANEL [24 CFR 966.57]

The hearing officer/panel must issue a written decision, stating the reasons for the decision, within a reasonable time after the hearing. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the decision must be sent to the complainant and the KHA. The KHA must retain a copy of the decision in the tenant's folder. A log of all hearing officer decisions must also be maintained by the KHA and made available for inspection by a prospective complainant, his/her representative, or the hearing officer/panel [24 CFR 966.57(a)].

KHA Policy

In rendering a decision, the hearing officer will consider the following matters:

KHA Notice to the Family: The hearing officer will determine if the reasons for the KHA's decision are factually stated in the notice.

Discovery: The hearing officer will determine if the family was given the opportunity to examine any relevant documents in accordance with KHA policy.

KHA Evidence to Support the KHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the KHA's conclusion.

Validity of Grounds for Termination of Tenancy (when applicable): The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations and KHA policies. If the grounds for termination are not specified in the regulations or in compliance with KHA policies, then the decision of the KHA will be overturned.

The hearing officer will issue a written decision to the family and the KHA no later than 10 business days after the hearing. The report will contain the following information:

Hearing information:

- Name of the complainant
- Date, time and place of the hearing
- Name of the hearing officer
- Name of the KHA representative(s)
- Name of family representative (if any)
- Names of witnesses (if any)

Background: A brief, impartial statement of the reason for the hearing and the date(s) on which the informal settlement was held, who held it, and a summary of the results of the informal settlement. Also includes the date the complainant requested the grievance hearing.

Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the KHA's decision.

Order: The hearing report will include a statement of whether the KHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the KHA to change the decision in accordance with the hearing officer's determination. In the case of termination of tenancy, the hearing officer will instruct the KHA to restore the family's status.

Procedures for Further Hearing

KHA Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of the KHA will take effect and another hearing will not be granted.

Final Decision [24 CFR 966.57(b)]

The decision of the hearing officer/panel is binding on the KHA which must take the action, or refrain from taking the action cited in the decision unless the KHA Board of Commissioners determines within a reasonable time, and notifies the complainant that:

- The grievance does not concern KHA action or failure to act in accordance with or involving the complainant's lease on KHA policies which adversely affect the complainant's rights, duties, welfare, or status; or
- The decision of the hearing officer/panel is contrary to Federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the KHA.

KHA Policy

When the KHA considers the decision of the hearing officer to be invalid due to the reasons stated above, it will present the matter to the KHA Board of Commissioners within 10 business days of the date of the hearing officer's decision. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the complainant within 10 business days of this decision.

A decision by the hearing officer/panel, or Board of Commissioners in favor of the KHA or which denies the relief requested by the complainant in whole or in part must not constitute a waiver of any rights, nor effect in any manner whatever, any rights the complainant may have to a subsequent trial or judicial review in court [24 CFR 966.57(c)].

Chapter 14

FAMILY DEBTS TO THE PHA

INTRODUCTION

This Chapter describes KHA's policies for the recovery of monies which 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 KHA'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 KHA'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 KHA 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 KHA **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 KHA, 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 KHA 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 KHA.
- 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.

KHA is required to determine retroactive rent amount as far back as the KHA has documentation of family reported income.

When families owe money to the PHA, KHA will make every effort to collect it. KHA 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, KHA may:

- Request the family to attempt to pay in full.
- Request the family to pay 25% or one-half (1/2) down of the full amount and enter into a repayment agreement for the balance, or
- If the family is unable to comply with payment under (a) or (b), a repayment agreement may be considered as follows:

Total Amount of Payment Agreement	Maximum Term
\$1-200	3 months
\$201-\$500	4 Months
\$501-\$1,000	12 Months
\$1,001-\$2,000	18 Months
\$2,001- \$2,999	24 Months
\$3,000 or higher	30 Months

With exception of extreme circumstances approved by the Executive Director, all repayment agreements must be paid within a maximum of thirty (30) 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 payment will be accepted if deposited in the drop box by the next business day prior to 8:00 a.m.

If the family's payment agreement is in arrears, KHA 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 KHA determines that the family has committed program fraud in an amount greater than \$5,000.

Guidelines for Payment Agreements

Payment agreements will be executed between KHA and the head of household only.

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 Deputy Executive Director.

Additional Monies Owed

If the family has a payment agreement in place and incurs an additional debt to KHA:

KHA 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 KHA 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 KHA 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 the 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 KHA due to program fraud will be required to repay the amount in full within 30 days. If the full amount is paid within this time period, and the family is still eligible, KHA 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. Where appropriate, KHA 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:

- Repayment agreement for program fraud will be allowed if the amount is \$5,000 or less. All repayment agreements for program fraud must be approved by the Deputy Executive Director.
- The family will follow the same payment agreement guidelines detailed in Section A, Chapter 14.
- If the amount is over \$5,000, refer to Chapter 16, Program Integrity.

C. WRITING OFF DEBTS

Debts will be written off by the Board of Commissions on a quarterly basis after the tenant has vacated the unit.

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 KHA.

HUD issued the PIH 2015-15 notice to assist KHA'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 February 13, 2015. The Notice addressed:

- 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.

Background: Section 12(c) [42 U.S.C. Section 1437j] of the United States Housing Act of 1937, as amended on October 12, 1998 by Section 512 (Pub. L. 105-276) of the Quality Housing and Work Responsibility Act of 1998, contained a CSSR that every adult resident of public housing contribute eight hours of community service per month, or participate in an economic self-sufficiency program for eight hours per month. Regulations for the CSSR requirement can be found at 24 CFR Subpart F, 960.600 through 960.609.

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 political activities." (See 24 CFR 960.601(b)).

Community service 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, 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 performing a combination of 8 hours of community service and participation in an economic self-sufficiency program. The required community service or self-sufficiency activity may be completed at 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification.

KHA requires residents to verify compliance annually, at least 30 days before the expiration of the lease term. Self-certification by residents is now acceptable as a form of verification.

Administrative Provisions: KHA must develop a local policy for administration of the CSSR for public housing residents (see 24 CFR 960.605(a)) within the Admissions and Continued Occupancy Policies (ACOP). Elements of the CSSR policy include, but are not limited to, the PHA responsibility to administer the requirement; eligible and non-eligible activities; exemptions from the requirement; and compliance review standards. These elements are described further in this document.

KHA 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)). In administering the CSSR, the KHA may provide names and contacts of agencies offering opportunities for residents, including persons with disabilities, to fulfill their community service obligations. In administering the CSSR, KHA may choose to coordinate with social service agencies, local schools and human service offices to develop a referral list of names and agency contacts. If the KHA administers a ROSS or Family Self-Sufficiency program, KHA may wish to engage the Program Coordinating Committee in this endeavor. KHA is encouraged to create agreements with local organizations, including faith-based and community organizations, to assist CSSR. Specifically, such agreements would allow local organizations to advertise their programs, assist with transportation, child-care or other barriers to CSSR attainment and verify hours within individual monthly logs. HUD strives to provide maximum flexibility to KHA to allow successful CSSR implementation without adding excessive costs or administrative burdens (see 24 CFR 960.605(b)).

A. GENERAL PROVISIONS

- 1. Community Services:** Eligible community service activities include, but are not limited to, serving at:
 - A. Local public or nonprofit institutions, such as schools, Head Start Programs, before-or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);
 - B. Nonprofit organizations serving KHA residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;
 - C. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;

- D. Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
- E. KHA housing to improve grounds or provide gardens (so long as such work does not alter the KHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach and assistance with KHA-run self-sufficiency activities including supporting computer learning centers; and,
- F. Care for the children of other residents so parents may volunteer.

KHA may form policy in regards to accepting community services at profit-motivated entities, acceptance of volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work.

Pursuant to 24 CFR 960.609, KHA may not substitute community service activity performed by a resident for work ordinarily performed by a KHA employee. However, residents may do community service on KHA property or with or through KHA programs to assist with or enhance work done by a KHA employee.

Self-Sufficiency: Eligible self-sufficiency activities include, but are not limited to:

- A. Job readiness or job training while not employed;
- B. 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;
- C. Higher education (junior college or college);
- D. Apprenticeships (formal or informal);
- E. Substance abuse or mental health counseling;
- F. Reading, financial and/or computer literacy classes;
- G. English as a second language and/or English proficiency classes;
- H. Budgeting and credit counseling.
- I. Any activity required by the Department of Public Assistance under Temporary Assistance for Needy Families (TANF).
- J. Employment and Training programs
- K. Homeownership educational programs or seminars (offered by KHA and other community organizations)
- L. Any kind of class that helps a person move toward economic independence

CSSR Partnerships: If KHA has a ROSS Service Coordinators program or Family Self-Sufficiency (FSS) program, KHA may coordinate Individual Training and Services Plans (ITSPs) with CSSR. The ITSP is a tool to plan, set goals and track movement towards self-sufficiency through education, work readiness and other supportive services such as health, mental health and work supports. Specific CSSR activities may be included in ITSPs to enhance a person's progress towards self-sufficiency. Regular meetings with KHA coordinators may satisfy CSSR activities and KHA Service Coordinators or FSS Program Coordinators may verify community service hours within individual monthly logs.

Exempt Residents: KHA is required to set out in their Admissions and Continuing Occupancy Policy (ACOP) how the KHA determines if an individual is exempt from the CSSR and the documentation needed to support the exemption. Exemptions for adult residents, as codified at 24 CFR 960.601, include persons who are:

- A. 62 years or older;
- B. 1. 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), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or
2. is a primary caretaker of such individual;
- C. Engaged in work activities for 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)):
 1. Unsubsidized employment;
 2. Subsidized private-sector employment;
 3. Subsidized public-sector employment;
 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 5. On-the-job-training;
 6. Job-search;
 7. Community service programs;
 8. Vocational educational training (not to exceed 12 months with respect to any individual);
 9. Job-skills training directly related to employment;
 10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
 11. 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;
- D. 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,
- E. 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 State¹ 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.

- F. HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state. Therefore, if a tenant is a member of family receiving assistance under SNAP, and has been found by the administering State to be in compliance with the program requirements, that tenant is exempt from the CSSR.

KHA must describe in its CSSR policy the process to determine which family members are exempt from the requirement, as well as the process for determining any changes to the exempt status of the family member. KHA provides the family a copy of CSSR policy at initial application and secure certification of receipt as shown in Attachment A, (see 24 CFR 960.605(c)(2)).

KHA makes the final determination whether to grant an exemption from the community service requirement. If a resident does not agree with the KHA's determination, the resident may dispute the decision through the KHA's Grievance Procedures (see 24 CFR Part 966 Subpart B, 24 CFR 960.607(b)).

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 recertification that the status should change.

At least 30 days before the annual reexamination and/or lease expiration, the KHA reviews the exempt or nonexempt status and compliance of family members (see 24 CFR 960.605(c)(3)).

Resident Responsibilities at Lease Execution or Re-examination: At lease execution or re-examination, after the effective date of the adopted policy, all adult members (18 or older) of a public housing resident family must:

- A. Provide documentation, if applicable, that they qualify for an exemption; (Documentation provided by the tenant will be used by the KHA to determine whether the tenant is exempt from the CSSR) and,
- B. Sign a certification that they have received and read the policy and understand that if they are not exempt, failure to comply with the community service requirement will result in nonrenewal of their lease, per 24 CFR 966.4(l)(2)(iii)(D).

When a non-exempt person becomes exempt, it is his or her responsibility to report this to the KHA and provide documentation. When an exempt person becomes non-exempt, it is his or her responsibility to report this to the KHA as soon as possible.

Documentation of CSSR Completion: KHA must include in the CSSR policy that exemption/CSSR completion is verified annually by the KHA. At least 30 days before the annual reexamination and/or lease expiration, the KHA reviews the exempt or nonexempt status and compliance of non-exempt family members (see 24 CFR 960.605(c)(3)). At each regularly scheduled rent re-examination, each non-exempt family member presents a signed

certification on a form provided by the KHA of CSSR activities performed over the previous twelve (12) months. When allowed, the KHA will use self-certifications. When required, KHA must obtain third-party verification of CSSR completion administered through outside organizations. The KHA has developed a standardized form with places for signature confirmation by supervisors, instructors, or counselors certifying the number of hours contributed. Additional supporting documentation may be requested of the resident to verify CSSR participation or exempt status or if allowed, self-certification. Copies of the certification forms and supporting documentation will be retained in tenant file or community service file.

B. KHA 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 skip a month and then double up the following month as long as the 96 hours are performed within the 12month period.
3. Activities must be performed within the community and not outside the jurisdictional area of KHA.
4. Family obligations
 - At lease execution or re-examination, 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 KHA's recertification area) of activities performed over the previous twelve (12) months, or if allowed by HUD, a self-certification. This form may include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed. If allowed by HUD, the family member may provide self-certification.
 - If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with KHA 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. KHA 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. KHA OBLIGATIONS

1. To the greatest extent possible and practicable, KHA 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. KHA offices will provide the family with: Community Service Exemption Certification Form; Community Service Compliance Certification Form; Record and Certification of Community Service and Self-Sufficiency Activities Form; and Caretaker Verification for Community Service Exemption Form; and a copy of this policy at initial application and at lease execution.
3. KHA'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 KHA's determination.
4. Non-compliance of family member. The responsibility for enforcement will be with the KHA.
 - At least thirty (30) days prior to annual re-examination and/or lease expiration, KHA will begin reviewing the exempt or non-exempt status and compliance of family members.

- If KHA finds a family member to be non-compliant, the KHA 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.
- If, at the next annual reexamination, the family member still is not compliant, the lease will not be renewed, 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 KHA representative.

Noncompliant Residents: KHA may not evict a family due to CSSR non-compliance. However, if PHA finds a tenant is non-compliant with CSSR, then the KHA must provide written notification to the tenant of the noncompliance which must include:

- A. A brief description of the finding of non-compliance with CSSR.
- B. A statement that the KHA will not renew the lease at the end of the current 12-month lease term unless the tenant enters into a written work-out agreement with the KHA or the family provides written assurance that is satisfactory to the KHA explaining that the tenant or other noncompliant resident no longer resides in the unit. Such written work-out agreement must include the means through which a noncompliant family member will comply with the CSSR requirement.

The tenant may request a grievance hearing on the KHA determination, in accordance with 24 CFR Part 966, subpart B, and the tenant may exercise any available judicial remedy to seek timely redress for the KHA's nonrenewal of the lease because of such determination.

Enforcement Documentation: Should a family member refuse to sign a written work-out agreement, or fail to comply with the terms of the work-out agreement, KHA is required to initiate termination of tenancy proceedings at the end of the current 12-month lease (see 24 CFR 966.53(c)) due to the fact that the family is failing to comply with lease requirements. When initiating termination of tenancy proceedings, the KHA will provide the following procedural safeguards:

- A. Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease;
- B. Right of the tenant to be represented by counsel;
- C. Opportunity for the tenant to refute the evidence presented by the KHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and,
- D. A decision on the merits.

Enforcement Determinations and Documentation

KHA 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.

Sanctions Against PHAs: Section 6(j)(4)(A) of the United States Housing Act of 1937 provides sanctions against any housing authority failing to comply substantially with any provision of the Act relating to the public housing program. Sanctions include, but are not limited to, terminating, withholding, or reducing assistance payments. These sanctions are applicable to housing authorities failing to substantially comply with the CSSR requirement.

D. FORMS

The following forms shall be used to process and account for community service requirements.



Kinston Housing Authority

608 North Queen Street, Kinston, NC 28501
Telephone (252) 523-1195 ♦ Fax (252) 523-7984

EXECUTIVE DIRECTOR

Rhonda Abbott

ATTACHMENT "A"

Dear Mr./Ms.

Congratulations, and welcome to the Kinston Housing Authority (KHA) Public Housing Program. We are happy that you have selected the KHA 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 KHA 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)
- Exempted under the provisions of the regulations or PIH 2015-12

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



Kinston Housing Authority

608 North Queen Street, Kinston, NC 28501
Telephone (252) 523-1195 ♦ Fax (252) 523-7984

EXECUTIVE DIRECTOR

Rhonda Abbott

Community Services and Self-Sufficiency Requirement Certification for Non-Exempt Individuals

Entrance Acknowledgement

Date:

Participant Name:

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 (96 hours over the course of a year) 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.

Applicant

Date

Spouse

Date

Co-Head of Household

Date

KHA Staff Member

Date



Kinston Housing Authority

608 North Queen Street, Kinston, NC 28501
Telephone (252) 523-1195 ♦ Fax (252) 523-7984

EXECUTIVE DIRECTOR

Rhonda Abbott

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 (96 hours over the course of a year) of community service or participate in an economic self-sufficiency program. I certify I have complied with this requirement.

Signature: _____

Date of Signature: _____



Kinston Housing Authority

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EXECUTIVE DIRECTOR

Rhonda Abbott

Community Service Compliance Certification

I/We hereby certify that I/We have received a copy of, have read and understand the contents of the Model 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 (96 hours per year) 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



Kinston Housing Authority

608 North Queen Street, Kinston, NC 28501
Telephone (252) 523-1195 ♦ Fax (252) 523-7984

EXECUTIVE DIRECTOR

Rhonda Abbott

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)
- I am in a member of a family receiving assistance under SNAP, and has been found by the administering State to be in compliance with the program requirements.

Tenant's Name

Date

Manager's Name

Date



Kinston Housing Authority

608 North Queen Street, Kinston, NC 28501
Telephone (252) 523-1195 ♦ Fax (252) 523-7984

EXECUTIVE DIRECTOR

Rhonda Abbott

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 Model Housing Authority (KHA) 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 (96 hours per year) 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
Kinston 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



Kinston Housing Authority

608 North Queen Street, Kinston, NC 28501
 Telephone (252) 523-1195 ♦ Fax (252) 523-7984

EXECUTIVE DIRECTOR
 Rhonda Abbott

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 #:
		Total	

Submitted by: _____

Date: _____

FOR KHA OFFICE USE ONLY

Manager's Signature: _____

Date: _____

Chapter 16

PROGRAM INTEGRITY

INTRODUCTION

KHA is committed to assure that the proper level of benefits is paid to all tenants, and that housing resources reach only income-eligible families so that program integrity can be maintained.

KHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines the KHA'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 KHA undertake an inquiry or an audit of a tenant family arbitrarily or retaliatory. KHA's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. KHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, KHA 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 KHA's attention, to investigate such claims.

KHA will initiate an investigation of a tenant family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. KHA will follow up on referrals from other agencies, companies or persons which are received by mail, e-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 KHA 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, KHA's knowledge of the family, or is discrepant with statements made by the family.

Verification or Documentation. A follow-up will be made if KHA 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 KHA 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 by Housing Management for all within a tenant's at the time of initial occupancy. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling: KHA 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: KHA 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: KHA will use EIV and other third party verification whenever possible, and if using tenant supplied or other documents for verification purposes, KHA will document the attempts to obtain third party verification.

C. STEPS KHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

KHA 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: KHA Management and Occupancy Staff (to include maintenance personnel) will maintain high awareness of circumstances which 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 annually in order to detect unreported wages or unemployment compensation benefits.

Use of UIV/EIV and Third-Party Computer Matching Verification: KHA 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. KHA 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 final eligibility determination

When a tenant's expenditures exceed his/her reported income, and no plausible explanation is given.

D. KHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

KHA 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 KHA 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 KHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if KHA 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 KHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If KHA 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, KHA 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 KHA's review.

Other Agencies: Investigators, caseworkers or representatives of other benefit agencies may be contacted.

Public Records: If relevant, KHA 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: KHA 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 KHA 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 KHA

Documents and other evidence obtained by KHA 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 KHA Staff unless they are involved in the process, or have information which may assist in the investigation.

G. CONCLUSION OF KHA'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, KHA 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 WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, KHA 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 KHA, 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 KHA.

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 which will be taken by KHA if the procedure or obligation is not complied with by the date specified by KHA.
- The consequences of repeated (similar) violations.

Procedural Non-compliance - Retroactive Rent

When the tenant owes money to KHA for failure to report changes in income or assets, KHA 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 PHA.
 - The right to disagree and to request an informal hearing with instructions for the request of such hearing.

Tenant Fails to Comply with KHA's Notice. If the Tenant fails to comply with KHA's notice, and a material provision of the lease has been violated, KHA will initiate termination of tenancy.

Tenant Complies with KHA's Notice. When a tenant complies with KHA'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, KHA 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 certifications, briefing certificate, Personal Declaration 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 KHA has established that material misrepresentation(s) have occurred, a Tenant Conference will be scheduled with the family representative and the KHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by KHA. The purpose of such conference is to review the information and evidence obtained by KHA 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 KHA. The tenant will be given 5 working days to furnish any mitigating evidence.

A secondary purpose of the Tenant Conference is to assist KHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, KHA 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, KHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

Criminal Prosecution: If KHA has established criminal intent, and the case meets the criteria for prosecution, KHA may:

Refer the case to HUD's RIGI, and terminate rental assistance.

Administrative Remedies: KHA may:

- Terminate tenancy and demand payment of restitution in full.
- Terminate tenancy and execute an administrative repayment agreement in accordance with the KHA's Repayment Policy.
- Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with KHA's Repayment Policy.

Notification to Tenant of Proposed Action

KHA will notify the tenant of the proposed action no later than 10 working days after the tenant conference by mail.

Chapter 17

CRIMINAL RECORDS and RECORDS MANAGEMENT POLICY

INTRODUCTION

In the course of its regular operations, KHA comes into possession of criminal records and other 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 KHA. KHA 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 required forms 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. Through a Criminal Background Check (CBC) provider, a CBC is run nationally for both criminal and sex offender status. 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 designated Eligibility Specialist. Only the designated Eligibility Specialist, the Executive Director or Designee, and the Hearings Officer, shall have access to these records (the Human Resources Manager has access to criminal records only for the purpose of screening employees/potential employees of the Housing Authority, and does not have access to criminal background checks conducted for the purpose of applicant screening). The designated Eligibility Specialist, Executive Director or Designee, 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.

C. DISPOSITION

The records shall be destroyed immediately upon determination of applicant eligibility. If contested, the records shall be retained until all issues are resolved. In the event eligibility is denied, the records shall be destroyed at the conclusion of one year, such time affording the applicant or resident the opportunity for a Hearing. The one year may be extended in order to complete an action underway (i.e. Hearing, court proceeding), but the record shall be destroyed upon finalization of the action.

D. PRIVACY PROTECTION on RECORDS (PIH 2010-15 and Update)

Overview

KHA is responsible for safeguarding personally identifiable information (PII) required by HUD and preventing potential breaches of this sensitive data. KHA 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 KHA 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 KHA, who are required to maintain such systems of records by HUD.

KHA 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 be 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.

(3) When using the U.S. postal service to deliver information with sensitive PII, double-wrap the documents (e.g., use two envelopes – one inside the other) and mark only the inside envelope as confidential with the statement "To Be Opened by Addressee Only"

vi) Records Management, Retention and Disposition

(1) Follow records management laws, regulations, and policies applicable within your jurisdiction.

(2) Ensure all KHA 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.

(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 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 family will pay a security deposit at the time of accepting the unit. The security deposit will be \$150. A double security deposit (\$300) will be charged for any previous public housing resident who left owing a balance to the KHA in excess of \$250.

Security deposits will be updated for current residents and any additional amounts will be collected upon execution of a new lease after the effective date of this policy. Payment agreements may be made for the difference of their current deposit and the new amount.

KHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

B. PAYMENT AGREEMENT

Arrangements may be made to pay the security deposit in more than one payment. The resident must sign a payment agreement if the entire amount is not paid at the time of move-in.

Families are expected to obtain the funds to pay security deposits from their own resources and/or other private or public sources. The deposit may be paid in up to three monthly installments, with the minimum payment being one-third of the amount and the first installment due at time of move-in.

C. ADDITIONAL SECURITY DEPOSIT COLLECTION PROCEDURES

The security deposit amount will be held by KHA 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.
- 6) A thirty-day (30) written notice is provided to KHA and the keys to the dwelling are surrendered to the management office.

Refund of Security Deposit

KHA 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.

KHA 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, KHA will provide a meeting to discuss the charges.

KHA will refund the Security Deposit less any amounts owed, within 30 days after move out and tenant's notification of new address.

D. TRANSFER OF SECURITY DEPOSIT

If a resident transfers, the original security deposit transfers also. The resident will be responsible for payment of any additional security deposit as outlined in the policy. If the security deposit for the new unit is less than the original security deposit, the tenant will be refunded the proper amount, less any charges that have assessed for damages to the unit they moved from. The tenant will also be further billed for any maintenance or other charges beyond the security deposit.

Chapter 19

EVICTIION POLICY AND PROCEDURES

A. OVERVIEW

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 KHA 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 Property Manager prior to filing any action with the Courts shall compile all the necessary documentation regarding the tenant(s) failure to uphold the material terms of the lease.

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 Property Manager, and/or other KHA 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 KHA 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.

The Property Manager is authorized to serve the initial notice and to proceed in the action, up to and including filing the legal documents with the Courts as dictated by the appropriate jurisdiction.

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 KHA personnel), or first class mail (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).

Lockout paperwork (*Affidavit of Complaint for Summery Eviction*) shall be filed with the appropriate jurisdictional Court and with the Constable in the event payment is not received in full prior to the Notice deadline.

Processing Fees:

The resident will be charged a Processing Fee according the posted Schedule of Charges.

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 securely attached to 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.

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.

In the event the resident does not vacate once the five (5) days have elapsed, the Property Manager shall file for lockout with the appropriate jurisdictional Court.

Criminal Activity

As stated in the KHA “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 KHA 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 must be served with the applicable programmatic 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 KHA grievance granted by the Property Manager or the Hearing Officer, except for the Public Housing program which has an Expedited Hearing Process. 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 Property Manager shall file action with the Court requesting removal of the family and release of the unit (*3-Day Unlawful Detainer*).

In the event the resident does not vacate the premises once the three (3) days have elapsed under the *Unlawful Detainer*, the Property Manager 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 KHA, 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.

*KHA 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 cash or money order. (Third party checks are acceptable from known social service agencies.)

Evictions for Other than Non-Payment: No payments may be accepted by KHA, 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*, such 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, as specified in NRS 118A.

F. DECISIONS OF THE COURT

In matters of Eviction, all Evictions pursued by KHA 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 (hardcopy 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 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 is the victim of threatened victim of such domestic violence, dating violence or sexual assault or stalking. The KHA 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

VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, AND CONFIDENTIALITY

A. OVERVIEW

The Violence against Women Reauthorization Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, and stalking who are applying for or receiving assistance under the public housing program. If your state or local laws provide greater protection for such victims, those apply in conjunction with VAWA.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and KHA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and KHA policies are located in Chapter 2, "Eligibility" (section G); Chapter 9, "Leasing and Inspections" (section A); and Chapter 12, "Lease Terminations" (section D).

B. DEFINITIONS [24 CFR 5.2003, FR Notice 8/6/13]

As used in VAWA:

- The term *affiliated individual* means, with respect to a person:
 - A spouse, parent, brother or sister, or child of that individual, or an individual to whom that person stands in the position or place of a parent; or
 - Any individual, tenant or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, or stalking.
- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- 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 *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 *sexual assault* means:
 - Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks the capacity to consent
- The term *stalking* means:
 - To engage 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.

C. NOTIFICATION [24 CFR 5.2005(a)]

Notification to Public

The KHA adopts the following policy to help ensure that all actual and potential beneficiaries of its public housing program are aware of their rights under VAWA.

KHA Policy

The KHA will post the following information regarding VAWA in its offices and on its website. It will also make the information readily available to anyone who requests it.

A notice of occupancy rights under VAWA to public housing program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380, see Exhibit 16-1)

A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Exhibit 16-2)

A copy of the KHA's emergency transfer plan (Exhibit 16-3)

A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit 16-4)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibit 16-1)

Contact information for local victim advocacy groups or service providers

Notification to Applicants and Tenants [24 CFR 5.2005(a)(1)]

KHAs are required to inform public housing applicants and tenants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

The KHA must distribute a notice of VAWA rights, along with the VAWA self-certification form (HUD-5382) at each of these three junctures.

KHA Policy

The VAWA information provided to applicants and participants will consist of the Notices in Exhibit 16-1 and 16-2.

The KHA will provide all applicants with information about VAWA at the time they request an application for housing assistance. The KHA will also include such information in all notices of denial of assistance (see Chapter 2, section G).

The KHA will provide all tenants with information about VAWA at the time of admission (see Chapter 9) and at annual reexamination. The KHA will also include such information in all lease termination notices (see Chapter 12, section D).

The KHA is not limited to providing VAWA information at the times specified in the above policy. If the KHA decides to provide VAWA information to a tenant following an incident of domestic violence, Notice PIH 2006-42 cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases the KHA make alternative delivery arrangements that will not put the victim at risk.

KHA Policy

Whenever the KHA has reason to suspect that providing information about VAWA to a public housing tenant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary. For example, the KHA may decide not to send mail regarding VAWA protections to the victim's unit if the KHA believes the perpetrator may have access to the victim's mail, unless requested by the victim.

When discussing VAWA with the victim, the KHA will take reasonable precautions to ensure that no one can overhear the conversation such as having conversations in a private room.

The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections.

D. DOCUMENTATION [24 CFR 5.2007]

A KHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The KHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the KHA's request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

- (1) A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim.

- (2) A federal, state, tribal, territorial, or local police report or court record, or an administrative record
- (3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The KHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation [VAWA 2005 final rule].

KHA Policy

Any request for documentation of domestic violence, dating violence, sexual assault, or stalking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

The KHA may, in its discretion, extend the deadline for 10 business days. In determining whether to extend the deadline, the KHA will consider factors that may contribute to the victim's inability to provide documentation in a timely manner, including cognitive limitations, disabilities, limited English proficiency, absence from the unit, administrative delays, the danger of further violence, and the victim's need to address health or safety issues. Any extension granted by the KHA will be in writing.

Once the victim provides documentation, the KHA will acknowledge receipt of the documentation within 10 business days.

Conflicting Documentation [24 CFR 5.2007(e)]

In cases where the KHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the KHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). The KHA may also request third-party documentation when submitted documentation contains information that conflicts with existing information already available to the KHA. The KHA must honor any court orders issued to protect the victim or to address the distribution of property. Individuals have 30 calendar days to return third-party verification to the KHA. If the KHA does not receive third-party documentation, and the KHA will deny or terminate assistance as a result, the KHA must hold separate hearings for the tenants [Notice PIH 2017-08].

KHA Policy

If presented with conflicting certification documents from members of the same

household, the KHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made. When requesting third-party documents, the KHA will provide contact information for local domestic violence and legal aid offices. In such cases, applicants or tenants will be given 30 calendar days from the date of the request to provide such documentation.

If the KHA does not receive third-party documentation within the required timeframe (and any extensions) the KHA will deny VAWA protections and will notify the applicant or tenant in writing of the denial. If, as a result, the applicant or tenant is denied or terminated from the program, the KHA will hold separate hearings for the applicants or tenants.

Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]

The KHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b). HUD recommends documentation in a confidential manner when a verbal statement or other evidence is accepted.

KHA Policy

If the KHA accepts an individual's statement or other corroborating evidence (as determined by the victim) of domestic violence, dating violence, sexual assault, or stalking, the KHA will document acceptance of the statement or evidence in the individual's file.

Failure to Provide Documentation [24 CFR 5.2007(c)]

In order to deny relief for protection under VAWA, a KHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the KHA may allow, the KHA may deny relief for protection under VAWA.

E. CONFIDENTIALITY [24 CFR 5.2007(b)(4)]

All information provided to the KHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be retained in confidence. This means that the KHA (1) may not enter the information into any shared database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

KHA Policy

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the KHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

**EXHIBIT 16-1: SAMPLE NOTICE OF OCCUPANCY RIGHTS UNDER THE
VIOLENCE AGAINST WOMEN ACT, FORM HUD-5380**

Kinston Housing Authority

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that public housing is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under public housing, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under public housing, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under public housing solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

The KHA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If the KHA chooses to remove the abuser or perpetrator, the KHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, the KHA must allow the tenant who is or has been a victim and other household members to remain in the unit for 30 days, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, the KHA must follow Federal, State, and local eviction procedures. In order to divide a lease, the KHA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, the KHA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, the KHA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the KHA may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- 1. You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your KHA does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- 2. You expressly request the emergency transfer.** Your KHA may choose to require that you submit a form, or may accept another written or oral request.
- 3. You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer

because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

The KHA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

The KHA's emergency transfer plan provides further information on emergency transfers, and the KHA must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The KHA can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from the KHA must be in writing, and the KHA must give you at least 14 business days (Saturdays, Sundays, and federal holidays do not count) from the day you receive the request to provide the documentation. The KHA may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to the KHA as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by the KHA with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that the KHA has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, the KHA does not have to provide you with the protections contained in this notice.

If the KHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as 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 abuser or perpetrator), the KHA has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, the KHA does not have to provide you with the protections contained in this notice.

Confidentiality

The KHA must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

The KHA must not allow any individual administering assistance or other services on behalf of the KHA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable federal, state, or local law.

The KHA must not enter your information into any shared database or disclose your information to any other entity or individual. The KHA, however, may disclose the information provided if:

- You give written permission to the KHA to release the information on a time limited basis.
- The KHA needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires the KHA to release the information.

VAWA does not limit the KHA's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, the KHA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if the KHA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If the KHA can demonstrate the above, the KHA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with the Requirements of This Notice

You may report your KHA for violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **[insert contact information for any intermediary, if applicable]** or **[insert HUD field office]**.

For Additional Information

You may view a copy of HUD's final VAWA rule at: <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.

Additionally, the KHA must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact Vivian B. Perry, Deputy Executive Director, Kinston Housing Authority, PO Box 697, Kinston, NC 28502, 252-523-1195 x 231.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact SAFE, Lenoir County 24 hour Crisis Line 252-523-5573.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact SAFE, Lenoir County 24 hour Crisis Line 252-523-5573.

Victims of stalking seeking help may contact SAFE, Lenoir County 24 hour Crisis Line 252-523-5573.

EXHIBIT 16-2: CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING AND ALTERNATE DOCUMENTATION, FORM HUD-5382

CERTIFICATION OF
2577-0286

U.S. Department of Housing

OMB Approval No.

DOMESTIC VIOLENCE,
06/30/2017

and Urban Development

Exp.

**DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is

not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim:

6. Name of the accused perpetrator (if known and can be safely disclosed):

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known):

10. Location of incident(s):

In your own words, briefly describe the incident(s): _____ _____ _____ _____
--

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

EXHIBIT 16-3: EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

Attachment: Certification form HUD-5382

Kinston Housing Authority

**Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
Public Housing Program**

Emergency Transfers

The KHA 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),³ the KHA 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 to request a transfer is available regardless of sex, gender identity, or sexual orientation.⁴ The ability of the KHA to honor such request for tenants currently receiving 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 the KHA 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 U.S. Department of Housing and Urban Development

³Despite 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, or sexual orientation.

⁴Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

(HUD), the federal agency that oversees that the public housing and housing choice voucher (HCV) programs are in compliance with VAWA.

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. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-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.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify the KHA's management office and submit a written request for a transfer to **any KHA office**. The KHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that 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 the KHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

The KHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the KHA written permission to release the information on a time-limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person or persons that committed an act of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence against Women Act for All Tenants for more information about the KHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

The KHA cannot guarantee that a transfer request will be approved or how long it will take to

process a transfer request. The KHA 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 tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different 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. The KHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the KHA has no safe and available units for which a tenant who needs an emergency transfer is eligible, the KHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, the KHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Emergency Transfers: Public Housing (PH) Program

If you are a public housing resident and request an emergency transfer as described in this plan, the KHA will attempt to assist you in moving to a safe unit quickly. The KHA will make exceptions as required to policies restricting moves.

Emergency transfers for which you are not required to apply for assistance include the following:

- Public housing unit in a different development
- Public housing unit in the same development, if you determine that the unit is safe

At your request, the KHA will refer you to organizations that may be able to further assist you.

You may also request an emergency transfer to the following programs for which you are required to apply for assistance:

- HCV tenant-based program
- HCV project-based assistance
- Other programs administered by the KHA (such as state housing programs)

Emergency transfers will not take priority over waiting list admissions for these types of assistance. At your request, the KHA will refer you to organizations that may be able to further assist you.

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.

Tenants who are or have been victims of domestic violence are 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).

Tenants who have been victims of sexual assault may call the Rape, Abuse, and Incest National

Network's National Sexual Assault Hotline at 1-800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for

Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

EXHIBIT 16-4: EMERGENCY TRANSFER REQUEST FOR CERTAIN VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, FORM HUD-5383

EMERGENCY TRANSFER
2577-0286

U.S. Department of Housing

OMB Approval No.

REQUEST FOR CERTAIN
06/30/2017

and Urban Development

Exp.

**VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease:

4. Name(s) of other family member(s) who would transfer with the victim:

5. Address of location from which the victim seeks to transfer:

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice:

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Chapter 21

SMOKE-FREE POLICY

Reporting Requirements [24 CFR Parts 965 and 966]

A. Purpose/Introduction

HUD's Instituting Smoke-Free Public Housing Rule (FR-5597-F-03) (the Smoke-Free Rule" or "Rule")(PIH-2017-03)(24 CFR Parts 965 and 966) is intended to improve indoor air quality, benefit the health of public housing residents and PHA staff, reduce the risk of fires, and lower overall maintenance costs. PHAs must design and implement a policy barring the use of prohibited tobacco products in all public housing living units, interior common areas and outdoor areas within 25 feet from public housing and administrative office buildings (collectively, "restricted areas"). The Rule does not prohibit smoking by residents; rather, it requires that residents who smoke do so at least 25 feet away from the buildings.

Prohibited tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as: cigarettes, cigars, pipes and water pipes (also known as hookahs). Hookahs are smoking devices that use coal or charcoal to heat tobacco, and then draw the smoke through water and a hose to the user. Both the heating source and burning of tobacco are sources of contaminant emissions.

Interior common areas include but are not limited to: hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures.

KHA Policy

KHA bans the use of prohibited tobacco products in all public housing living units, interior common areas and outdoor areas within 25 feet from public housing and administrative office buildings (collectively, "restricted areas").

B. Applicability

The Smoke-Free Rule applies to all public housing units other than dwelling units in mixed finance buildings. Under this Rule, "public housing" means low-income housing, such as, community facilities, public housing offices, day care centers, and laundry rooms assisted under the U.S. Housing Act of 1937 (the 1937 Act), other than assistance under section 8 of the 1937 Act.

C. Implementation

PHAs are required to:

- amend individual resident leases; all residents must sign the lease amendment as a condition of their continuing occupancy,

- incorporate the requirement that residents in public housing, members of a resident's household, resident's guest, or other person under the resident's control must not engage in any smoking of specified prohibited tobacco products in restricted areas, or in other outdoor areas that the PHA has designated as smoke-free, and
- notify a resident of a written revision to an existing lease at least 60 days before the lease revision is to take place, and give residents a reasonable amount of time for the resident to accept the revision.

KHA Policy

KHA will notify residents of the lease amendment by October 31, 2017 and will amend all leases by December 31, 2017.

D. Enforcement and Monitoring Tools

Lease and appropriate PHA Plan amendment(s) are the primary policy enforcement mechanisms. PHAs must enforce smoke-free policies when a resident is violating the policy. When enforcing the lease, PHAs must provide due process and allow residents to exercise the right to an informal settlement process and a formal hearing, pursuant 24 CFR § 966 Subpart B. PHAs may not evict for a single incident of smoking, in violation of a smoke-free policy.

1. Graduated Enforcement Approach and Monitoring Tools

PHAs are encouraged to adopt a graduated enforcement framework that includes escalating warnings with documentation to the tenant file. Under this approach PHAs would take specific, progressive monitoring and enforcement actions, while educating tenants and providing smoking cessation resources or referrals, prior to pursuing tenant eviction for smoke-free policy violations.

PHAs have the discretion to employ a range of techniques and tools to monitor and enforce compliance with their smoke-free policies.

KHA Policy

1st violation Written Warning and Cessation Materials

2nd violation Discussion of the smoking policy with the property manager, a written notification of the violation which the resident must sign to show agreement to the terms of the lease that include termination after the policy is violated 3 times. This will be the final reminder.

3rd violation Lease termination and Letter of Eviction

2. Reasonable Accommodation Requests

Addiction to nicotine or smoking is not a disability. A PHA must still provide reasonable accommodations to persons with disabilities who smoke that are in compliance with the requirements of the PHA's smoke-free policies. Under section 504

of the Rehabilitation Act 5 of 1973 (and HUD's implementing regulations at 24 CFR part 8), Title II of the Americans with Disabilities Act, and the Fair Housing Act, PHAs are prohibited from discriminating, excluding from participation in a program, or denying the benefits of a program on the basis of disability and must make reasonable accommodations in their rules, policies, practices, and services. A reasonable accommodation is a change, adaptation or modification to a policy, rule, program, service, practice, or workplace which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job. In order to show that a requested accommodation may be necessary, there must be an identifiable relationship, between the requested accommodation and the individual's disability. This relationship must be determined on a case-by-case basis by the PHA. When a reasonable accommodation is requested, the PHA must make the accommodation unless the PHA can demonstrate that doing so would result in a fundamental alteration in the nature of its program or an undue financial and administrative burden. For example, an individual with a mobility disability may request a reasonable accommodation in order to move to a floor which provides close proximity to the door. This would allow the resident easier access to a smoking area as required by the rule. Such a request would need to be evaluated on a case-by-case basis in order to make a determination. However, a PHA may not permit continued smoking in restricted areas.

KHA Policy

KHA will provide reasonable accommodations to persons with disabilities who smoke that are in compliance with the requirements of KHA's smoke-free policies.

Chapter 22

REPORTING REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL

Reporting Requirements [24 CFR 35.1130(e)]

The KHA has certain responsibilities relative to children with environmental intervention blood lead levels that are living in public housing.

The KHA must report the name and address of a child identified as having an environmental intervention blood lead level to the public health department within five (5) business days of being so notified by any other medical health care professional. The KHA must also report each known case of a child with an environmental intervention blood lead level to the HUD field office.

For public housing, when a child under 6 is identified with an EBLL, the PHA must take the following steps:

- **Initial notification of a confirmed case to HUD:** The PHA must notify the Field Office and HUD's Office of Lead Hazard Control (OLHCHH) of the EBLL case within 5 business days.
- **Initial notification of a confirmed case to public health department, when necessary:** The PHA must notify the public health department of the EBLL case within 5 business days when it received the notification of the case from another medical health care professional.
- **Verification of the case, when necessary:** If a PHA learns that a child has an EBLL from someone other than a medical health care provider, such as from a parent, the PHA must immediately verify the report with the health department or medical health care provider.
- **Environmental Investigation:** The PHA must conduct an environmental investigation of the child's unit and the common areas servicing that unit within 15 calendar days in accordance with Chapter 16 of the HUD *Guidelines*, as described in section 6 below. If lead-based paint hazards are found in the index unit in a multiunit property, perform risk assessments in other covered units with a child under age 6 and the common areas servicing those units, as described in section 9 below.
- **Control:** The PHA must ensure that any lead-based paint hazards identified by the environmental investigation are controlled within 30 calendar days by a certified lead-based paint abatement firm or certified lead renovation firm, including having the unit and common area pass a post-work dust clearance exam in accordance with section 35.1340. If lead-based paint hazards are found in the index unit in a multiunit property, and the risk assessments in other covered units with a child under age 6 and the common areas servicing those units identified lead-based paint hazards, control those lead-based paint hazards as described in section 9 below.
- **Notification to other residents:** As already required by the LSHR, in a multiunit property, the PHA must notify all residents of lead evaluation and hazard control activities.

- **Follow-up notification:** The PHA must notify the HUD Field Office of the results of the environmental investigation and then of the lead hazard control work within 10 business days of each activity.
- **Ongoing maintenance and reevaluation:** As already required by the LSHR in sections 35.1120(c) and 35.1355(a), after the work passes clearance, the PHA must ensure that the unit and common areas are maintained as lead-safe for continued occupancy, which includes no deteriorated paint or failed lead hazard control methods. As also already required by the LSHR in section 35.1355(b), the PHA must generally conduct periodic reevaluations every two years, using a certified lead risk assessor, and respond to them. The reevaluations shall be for: deteriorated paint surfaces unless they are known not to be lead-based paint, deteriorated or failed interim controls of lead-based paint hazards or encapsulation or enclosure treatments, dust-lead hazards, and soil-lead hazards in newly-bare soil. Exceptions from the reevaluation requirement are in section 35.1355(b)(1) and (4); the requirements for responding to the reevaluations are in section 35.1355(c).