

**Madison Housing Authority**

**ACOP**

**Public Housing Admissions  
And  
Continued Occupancy Policy**

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## **SECTION I - INTRODUCTION**

### **1) Mission Statement**

**The Mission of the Madison Housing Authority (PHA) is to provide safe, decent, affordable housing to eligible families, and to encourage residents to strive toward upward mobility.**

**In order to achieve this mission, we will:**

- a) Recognize residents as our ultimate customer;**
- b) Improve Madison Housing Authority's (PHA) management and service delivery efforts through effective and efficient management of PHA staff;**
- c) Seek problem solving partnerships with residents, community, and government leadership; and**
- d) Apply PHA resources, to the effective and efficient management and operation of public housing programs, taking into account changes in Federal funding.**

### **2) Purpose of Policy**

**The purpose of this policy (ACOP) is to establish guidelines for the PHA staff to follow in determining eligibility for admission to and continued occupancy of public housing. The basic guidelines for this policy are governed by requirements of the Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The policies and procedures governing ACOP are outlined in this policy; these requirements are binding upon applicants, residents, and PHA alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.**

**Federal Regulations shall mean those found in 24 Code of Federal Regulations (CFR) Parts 5 and 900.**

### **3. Primary Responsibilities of the PHA**

- a) Informing eligible families of the availability of public housing assistance;**
- b) Determining and posting annually the utility allowances;**
- c) Receiving applications from families and determining their eligibility for assistance;**
- d) Inspecting Public Housing units to determine that they meet or exceed housing quality standards;**
- e) Approving leases;**
- f) Collecting rent on a monthly basis from residents;**
- g) Annual re-examinations of income, family composition and re-determination of rent;**

- h) Authorizing and processing evictions; and
- i) Ongoing maintenance and modernization of the public housing inventory.

**4. Objectives - The objectives of this policy are to promote the overall goal of drug free, decent, safe and sanitary housing by:**

- a. Insuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility; and
- b. Insuring the fiscal stability of the PHA.
- c. Lawfully denying admission or continued occupancy to applicants or tenants whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to PHA employees.
- d. Facilitate the efficient management of the PHA and compliance with Federal Regulations by establishing policies for the efficient and effective management of the PHA inventory and staff.
- e. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that admission to and continued occupancy in public housing are conducted without regard to race, color, religion, creed, sex, national origin, handicap, or familial status.

**5. Outreach**

- a. Information about public housing may be disseminated through local media (newspaper, radio, television, etc.). For those who call the PHA office, the staff may be available to convey essential information.
- b. The PHA may hold meetings with local social community agencies.
- c. The PHA may make known to the public, through publications in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for low income families. The notice shall inform such families where they may apply for public housing. The PHA shall take affirmative actions to provide opportunities to participate in the program to persons who because of such factors as race, ethnicity, and sex of household, age, or source of income, are less likely to apply for public housing. When there is a Local Housing Plan pursuant to Section 24 CFR, Part 91 (Comprehensive Housing Affordability Strategy (CHAS)), the PHA planned programs will be incorporated in the CHAS.

**SECTION II – FAIR HOUSING POLICY**

**It is the policy of the PHA to comply with all applicable laws relating to Civil Rights, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive**

**Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies), otherwise Section 504, the Fair Housing Amendments govern), any applicable State laws or local ordinances, and any legislation protecting the individual rights of tenants, applicants, or staff that may subsequently be enacted.**

**The PHA shall not on account of race, color, sex, religion, creed, national or ethnic origin, familial status, disability, or handicap deny any family or individual the opportunity to apply for or receive assistance under HUD's Public Housing Programs, within the requirements and regulations of HUD and other regulatory authorities.**

**To further its commitment to full compliance with applicable Civil Rights Laws, the PHA will provide access to information to public housing residents regarding "discrimination". This subject will be discussed during the briefing session and any complaints will be documented and made part of the applicant's/tenants file.**

**The PHA shall not, on account of race, color, sex, religion, creed, national or ethnic origin, familial status, disability or handicap:**

- a. Deny any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;**
- b. Provide housing which is different from that provided others;**
- c. Subject a person to segregation or disparate treatment;**
- d. Restrict a person's access to any benefit enjoyed by others in connection with the housing program;**
- e. Treat a person differently in determining eligibility or other requirements for admission;**
- f. Deny a person access to the same level of services; or**
- g. Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.**

**The PHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (i.e. families with children born to unmarried parents, elderly families with pets, or families whose head or spouse are a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine.**

**The PHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunities for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988 the PHA will make structural modifications to its housing and non-housing facilities, make reasonable accommodations, or combinations of the two, to permit people with disabilities to take full advantage of the housing program:**

- a. If providing a requested accommodation would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden, the PHA need not provide that accommodation.**

- b. The PHA is required to provide any other accommodation that would not result in an undue financial and administrative burden or fundamental alteration of the program.
- c. In making reasonable accommodations or structural modifications for otherwise qualified persons with disabilities, the PHA are not required to:
- d. Make each of its existing facilities accessible or make structural alternative when other methods can be demonstrated to achieve the same effect;
- e. Make structural alterations that require the removal or altering of a load-bearing member;
- f. Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level ; or
- g. Take any action that would result in a fundamental alteration in the nature of the program.

**NOTE: The PHA will not permit these policies to be subverted to do personal or political favors.**

### **SECTION III – DECONCENTRATION PLAN**

**Quality Housing & Work Responsibility Act of 1998 [24 CFR 960.202] - With respect to selection of families to lease units in the Public Housing program, selection will be in such a manner as to avoid concentration of the most economic and socially deprived families in one or all of the developments operated by the Housing Authority and to provide for income mixing by bringing higher income tenants into lower income public housing communities and bringing lower income tenants into higher income public housing communities.**

**The PHA shall categorize assisted tenants in all programs by income in one of the following groups:**

<b>Extremely Low Income</b>	<b>Not more than 30% of the area's medium income</b>
<b>Very Low Income</b>	<b>More than 30% but less than 50% of the area's medium income</b>
<b>Lower Income</b>	<b>More than 50% but less than 80% of area's medium income</b>
<b>Over-Income</b>	<b>More than 80% of the area's medium income</b>

**The area's median income shall be defined by HUD, adjusted for family size and is subject to periodic change.**

**The PHA shall categorize each applicant for assistance for all programs in the same manner as presented above.**

**The PHA shall utilize information from these categories and other statistical information concerning income distribution in the PHA's area of operation as may be provided from time to time by the U.S.**

Department of Housing and Urban Development (HUD) to develop goals designed to achieve the deconcentration and income mixing objectives stated herein and to remain consistent with income targeting distribute percentages as required by HUD.

The PHA shall review these goals periodically and make appropriate adjustments as may be needed when income distributions in the locality change.

Staff responsible for selecting tenants for public housing assistance from the waiting list shall consider income distributions within the community where the unit exists and the goals for that community prior to selecting an applicant for occupancy first, then, shall select in accordance with prevalent preferences established by this Housing Authority.

However, not less than 40% of the families admitted during the Authorities fiscal year from the waiting list shall be at or below the Extremely Low (30% of area's median income).

#### **SECTION IV – ACCESSIBILITY AND PLAIN LANGUAGE**

- 1. Facilities and programs used by residents must be accessible. Application and management offices, hearing rooms, community center, craft and game rooms, and so on, must be available for use by residents with a full range of disabilities. If these facilities are not already accessible (and located on accessible routes), they will be made so, subject to the undue financial and administrative burden test.**
- 2. Documents intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments. The documents shall be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. If required by local law, documents will be translated into languages other than English.**
- 3. Because some of the concepts must be described relative to eligibility, rent computation, applicant screening, reasonable accommodation, and lease compliance are complicated; PHA staff will help applicants and residents understand the issues involved by using examples during their verbal explanations.**
- 4. At the point of initial contact the PHA staff will ask all applicants whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by the staff (either in person or by phone), large type materials, information on tape, and having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials.**
- 5. Some applicants will not be able to read, so intake staff will read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who do not read, or understand little English may furnish an interpreter who can explain what is going on. If paid accessibility professionals are used, the PHA must pay for such services.**
- 6. At a minimum the PHA will prepare the following information in plain language accessible formats:**

- a. Marketing and informational materials;
- b. Information about the application process;
- c. The application form;
- d. All form letters, notices, to applicants and residents;
- e. Orientation materials for new residents; lease and house rules (if any);
- f. Guidance or instructions about care of the housing unit;
- g. Information about opening, updating or closing the waiting list; or
- h. All information related to applicant's rights (informal hearing, etc.)

#### **SECTION V – PRIVACY RIGHTS**

Applicants will be required to sign the Federal Privacy Act Statement which states under what conditions HUD will release tenant information.

Requests for information by other parties must be accompanied by a signed release request in order for the PHA to release any information involving an applicant or participant; unless disclosure is authorized under Federal or State law or Regulations. (Reference HUD Form 9886)

#### **SECTION VI – DEFINITIONS OF TERMS**

Definitions are amended from time to time and are contained in Section 24 CFR, which are incorporated by reference as if fully set out herein. Copies of this regulation are available in the PHA Office.

**Annual Income** - means all amounts, monetary, or other values which go to or on behalf of the family head or spouse (even if temporarily absent) or to any other family member or:

Are anticipated to be received from a source outside the family during the 12 month period following admission or annual re-examination effective date and which are not specifically excluded.

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

**Annual income includes, but is not limited to:**

1. The full amount of wages, salary, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services, before any payroll deductions;
2. The net amount, from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in this section. Any withdrawal of cash or assets from an investment will be included in income,

except to the to the extent the withdrawal is reimbursement of case or assets invested by the family has net family assets in excess of \$5,000.00 annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

4. The full amount of periodic money received from Social Security, annuities, insurance policies, retirement funds, pensions, disability, death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as otherwise provided in this policy);
5. Payments in lieu of earnings, i.e. unemployment, disability compensation, worker's compensation, severance pay (except as otherwise provided in this policy);
6. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling; and,
7. All regular pay, special pay, and allowances of a member of the Armed Forces (except as otherwise provided in this policy).

**Adjusted Family Income** is the income on which total tenant payment is to be based and means the total annual income less the following allowances:

1. A deduction of \$480.00 for each member of the family (other than head of household or spouse) who is (1) seventeen (17) years of age or younger or (2) who is eighteen (18) years of age and a verified fulltime student or (3) is disabled or handicapped according to this section.
2. A deduction of \$400.00 for elderly family whose head, spouse, or sole member is sixty-two (62) years of age or older and/or is handicapped or disabled according to this section.
3. The sum of the following, to the extent the sum exceeds three percent of annual income:
4. Unreimbursed medical expenses of any elderly family or disabled family;
5. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are not able to work because of such attendant care of auxiliary apparatus;
6. Child care expense amounts anticipated to be paid by the family for 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, to further his or her education, and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care, in the case where child care is necessary to permit employment. The amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the PHA, by conducting surveys of local child care providers; and,
7. All earned income of a full time student with the exclusion of the first \$480.

**ADULT** - An adult is a person who has reached his/her 18th birthday, is under 18 years of age and married (not common law), or minors that have been emancipated by court action.

Only people who are adults shall be eligible to enter into a lease agreement for occupancy.

**BREAK INS** - A break in mean a bona fide attempts at burglary which is reported to the police department and subject to verification by written police reports furnished by the tenant(s).

**CHILD** - A member of the family who is under 18 years of age.

**CHILD CARE EXPENSES** - Child care expenses are amounts anticipated to be paid by the family for the care of children under thirteen (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, to further his/her education and only to the extent such amounts are not reimbursed. In the case of child care necessary to permit employment, the amount deducted must be verified and reflect reasonable charges, and shall not exceed the amount of income received from such employment. The PHA will not normally determine child care expenses as necessary when the household contains an additional unemployed adult, who is physically capable of caring for the children. An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability and/or handicap. The head of household must document the disability/handicap that prevents the adult from providing child care.

**CHILD CUSTODY** - An applicant/occupant family who does not have full custody of child/children may only claim a child as a dependent by the following:

- a. The applicant/occupant must have primary custody of the child; or
- b. The applicant/occupant must provide sufficient evidence that if the applicant were admitted to public housing the child would reside with the applicant.

**NOTE:** The same child cannot be claimed by more than one applicant (i.e., counted more than once in order to make two (2) singles eligible).

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

**COMMUNITY SERVICE** - Every adult member of a family residing in public housing will be required to perform eight (8) hours of community service each month, or participate in a self-sufficiency program for at least eight (8) hours every month. This requirement does not apply to elderly persons, disabled person, persons already working, persons exempted from work requirements under State welfare to work programs, or persons receiving assistance under a State program that have not been found to be in noncompliance with such a program.

For the purposes of this policy, community service is the performance of voluntary work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community in which the resident resides. Political activity is excluded. Each adult resident of a public housing

development shall be subject to the community service work requirement except individuals who are otherwise exempt. An exempt individual is:

- a. 62 years of age;
- b. Is a blind or disabled individual, as defined under 216(l) (l) or 1614 of the Social Security Act (42. V.S.C. 416(l)(1) 1382c, and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart;
- c. Is a primary caretaker of such individual;
- d. Is engaged in work (30 hours per week);
- e. Meets the requirements for being exempt from having to engage in a work activity under the State program funded under part A of Title N of the Social Security Act (42. V.S.C. 601 et seq.) Or under any other welfare program of the State in which the PHA is located, including a State administered welfare-to-work program; or
- f. Is a member of a family receiving assistance or services under a State program funded under part A of title N of the Social Security Act (42. V.S.C. 601 et seq.) Or under any other welfare program of the State in which the Public Housing Agency 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.

Except for residents exempted in preceding sections; each adult resident of PHA are to do one of the following:

- a. Contribute 8 hours of community service (not including political activities);
- b. Participate in an economic self-sufficiency program, as defined herein, for 8 hours per month; or
- c. Perform 8 hours per month of combined activities as described in paragraphs above.

**DISABLED PERSON** - a family whose head, spouse, or sole member is a person with disabilities, two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides. A person with disabilities means a person who:

- a. Has a disability as defined in 42 D.S.C. 423;
- b. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that;
- c. Is expected to be of long-continued and indefinite duration;
- d. Substantially impedes his or her ability to live independently;
- e. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- f. Has a developmental disability as defined in 42 D.S.C. 6001.
- g. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;

- h. Does not include a person whose disability is based solely on any drug or alcohol dependence; and
- i. Means “individual with handicaps” as defined, for purposes of reasonable accommodation and program accessibility for persons with disabilities.
- j. The PHA may verify a person’s disability only to the extent necessary to ensure that applicants are qualified for the housing for which they apply:
- k. Applicants are qualified for deductions used in determining adjusted income;
- l. Applicants are entitled to any preference they may claim; and
- m. Applicants who have requested a reasonable accommodation.

**NOTE:** PHA may not require applicants to provide access to confidential medical records in order to verify a disability. Nor may the PHA require specific details as to the disability. The PHA may not ask what the specific disability is.

**DISABILITY ASSISTANCE EXPENSE** – Reasonable expenses that are anticipated, during the period for which total annual family income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed; provided the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**DISPLACED FAMILY** – a family in which each member, or sole member, is a person displaced by government action, a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognizes pursuant to Federal Disaster Relief Laws.

**ECONOMIC SELF-SUFFICIENCY PROGRAM** – Any program designed to encourage, assist, train, facilitate the economic independence of participants and their families, or provide work for participants. These programs may include:

- a. Programs for job training;
- b. Employment training;
- c. Work placement;
- d. Basic skills training;
- e. Education;
- f. English proficiency;
- g. Work fare;
- h. Financial or household management;
- i. Apprenticeship; or
- j. Any program necessary to ready a participant for work;
- k. Substance abuse or mental health treat program; or
- l. Other work activities.

**ELDERLY FAMILY** – a family whose head, spouse, or whose sole member is at least sixty-two (62) years of age. It may include two or more persons who are at least sixty-two (62) years of age

living together or one or more persons who at least sixty-two (62) years of age living with one or more live-in aides.

**ELDERLY PERSON** – A person who is at least sixty-two (62) years of age.

**EXTREMELY LOW-INCOME FAMILY** – See Section III, Deconcentration Plan

**EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS** – The documents which must be submitted as evidence of citizenship or eligible immigration status.

**FAMILY STATUS** – A single pregnant woman and individuals in the process of obtaining custody or an individual, who has not attained the age of 18 years are processed for occupancy the same as single person. They are entitled to a one bedroom unit.

Once the child is born or custody is obtained, the family will qualify for a two bedroom unit and authorized to transfer as outlined in the Transfer Section.

**FAMILY** – The term “Family” as used in this policy means:

- a. Two or more persons related by blood, marriage, adoption, guardianship, operation of law or two or more persons who are not related, but will live together in a stable relationship and share resources. By definition, a family must contain a competent adult 18 years of age, under the age of 18 if married, or has been declared emancipated by court order.
- b. Family with or without children.
- c. A child who is temporarily away from h home due to placement in foster care should be considered a member of the family in determining family composition and family size.
- d. An elderly family, which is defined as a family whose head, co-head, spouse, or sold member is at least sixty-two (62) years of age, two or more persons at least sixty-two (62) years of age living together, or one or more persons at least sixty-two (62) years of age living with one or more live-in aides.
- e. A disabled family is a family whose head, co-head, sole member is a person with disabilities, two or more persons with disabilities, or one or more persons with disabilities with one of more live-in aides.
- f. Live-in aides may also be considered part of the applicant family’s household. However, live-in aides are not considered family members and have no rights of tenancy or continued occupancy.
- g. For the purpose of continued occupancy, the term family also includes the remaining member of a resident family with the capacity, as defined by North Carolina law, to execute a lease.
- h. **NOTE:** A single person who is not an elderly, displaced, disabled, or the remaining member of a tenant family may not be provided (for public housing and other project-based assistance) a unit with two or more bedrooms.

**FEDERALLY MANDATED INCOME EXCLUSIONS**

1. Value of allotment provided to an eligible household under the Food Stamp Act of 1977.
2. Payments under the Domestic Volunteer Services Act of 1973 are excluded.
3. These programs include:
  - a. VISTA – Volunteers in Service to America
  - b. RSVP – Retired Senior Volunteer Program
  - c. Foster Grandparents
  - d. Senior Companions Program
4. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program.
5. Payments received under the programs funded in whole or in part under the Job Training Partnership Act (JTPA).
6. AmeriCorps Living Allowance (this falls under JTPS).
7. Indian Settlements/Trust
8. Payments received under the Maine Indian Claim Settlement Act of 1980. (Pub. L 98-420,94 Stat. 1785)
9. Income derived from the disposition of funds of the Grand River Bank of Ottawa Indians.
10. The first \$2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commissions, the Grant of Claims, from funds awarded by the Indian Claims Commissioners, the Grant of Claims, or funds held in trust for an Indian Tribe by the Secretary of the Interior.
11. **TITLE IV OF THE HIGHER EDUCATION ACT OF 1965** – Amounts of scholarships funded under Title IV, including awards under the Federal Work Study Program or under the Bureau of Indian Affairs Student Assistance.
12. **AGENT ORANGE SETTLEMENTS** – Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the Re-Agent orange Product Liability Litigation, M.D.L. No. 382. (E.D.N.Y.).
13. **CHILD CARE AND DEVELOPMENT BLOCK GRANT ACT OF 1990** – 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.
14. Earned Income Tax Credit Refunds.
15. Title V of the Older Americans Act.
16. Payments under the Title V are excluded. This is the Senior Community Service in Employment Program (SCSEP) funded through the Department of Labor.
17. This program is administered by national contractors such as:
  - a. Green Thumb
  - b. AARP – American Association of Retired Persons
  - c. US Forest Services
  - d. NCBA – National Caucus for Black Aged

- e. Urban League
- f. National Association for the Spanish Elderly

18. State coordinators for Title V can provide the list of additional contractors who administer Title V. Even if there is 90% federal and 10% local funding, 100% of the income funded through Title V is excluded.

**FLAT RENTS** - Flat rent is based on the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent for which the PHA could promptly lease the public housing unit after preparation for occupancy.

- a. Families selecting the flat rent may have their income reviewed every three years. In the event their annual income decreases, they may report the change to PHA and request a review.
- b. Re-examination of the family composition will be conducted annually.

**FOSTER CHILDREN** - with prior written consent from the PHA, a foster child may reside on the premises. The factors considered by the PHA in determining whether or not consent is granted may include:

- a. Whether the addition of a new occupant may require a transfer of the family to another unit and whether such unit is available.
- b. The PHA's obligation to make reasonable accommodation for handicapped persons.

**FULL TIME STUDENT** – A member of a family (other than the head of household or spouse) who is carrying a full time day student subject load, under the standards and practices of the educational institution attended.

- a. An educational institution includes a vocational school with diploma or certificate programs, as well as, an institution offering a college degree.
- b. Verification from educational institution must be supplied to the PHA.

**HANDICAPPED INDIVIDUAL** – A person having a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.

**Physical impairment includes:** any physiological disorder or condition, cosmetic disfigurement, anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hernia, lymphatic, skin, and endocrine or

**Mental impairment includes:** psychological disorder, mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

**Physical or mental impairment includes,** but is not limited to: such diseases and condition as: orthopedic, visual, speech, hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, heart disease, diabetes, mental retardation, illness related to drug addition, and alcoholism.

**Major Life Activities means:** functions such as caring for one's self, performing mental task, walking, seeing, hearing, speaking, breathing, learning, and working.

**Record of such impairment means:** has a history of, or has been misclassified as, having a mental or physical impairment that substantially limits one or more major life activities.

**Major life activities means:** functions such as caring for one's elf, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working

**Has a record of such impairment means:** has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

**Is regarded as having impairment means:** has a physical or mental impairment that does not substantially limit one or more major life activities, but that is treated by recipient as constituting a limitation.

**Has a physical or mental impairment means:** substantially limited in one or more major activities only as a result of the attitudes of others toward such impairment.

**A physical or mental impairment that substantially limits one or more major activities only as a result of the attitudes of others toward such impairment.**

**Has none of the impairments defined, but is treated by a recipient as having an impairment.**

**HAZARDOUS DUTY PAY** – Pay to a family member in the Armed Forces, away from home, and exposed to hostile fire.

**HEAD OF HOUSEHOLD** – The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. The head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.

**HOUSING QUALITY STANDARDS (HQS)** – Standards for safe and habitable housing established by HUD and the PHA. The PHA will maintain public housing unit in compliance with HQS standards that meet or exceed HQS.

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

- 1. Specified welfare benefit reduction is a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member (as determined by the welfare agency), because of fraud by a family member in connection with the welfare program, or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.**
- 2. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency); plus the total amount of other annual income.**

3. **At the request of the PHA, the welfare agency will inform the PHA, in writing, of the amount and terms of any specified welfare benefit reduction for a family member. The PHA will also be informed as to the reason for such reduction and of any subsequent changes in the terms or amount of such specified welfare benefit reduction. PHA will use this information to determine the amount of imputed welfare income for a family.**
4. **A family's annual income includes imputed welfare income in family's annual income, as determined at the PHA's interim or regular re-examination of family income and composition during the term of the welfare benefits reduction (as specified in information provide to the PHA by the welfare agency).**
5. **The amount of the imputed welfare income is offset by the amount of additional income a family received that commences after the time the sanction was imposed. When such additional income from other sources is at lease equal to the imputed welfare income, the imputed welfare income is reduced to zero.**
6. **If the family was not an assisted resident at the time of sanction, the PHA may not include imputed welfare income in annual income.**

**INCOME EXCLUSIONS - Income does not include such temporary, non-recurring, or sporadic income as the following:**

- a. **Income from employment of children (including foster children) under the age of 18 years.**
- b. **Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).**
- 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.**
- d. **Amount received by the family that is specifically for or, in reimbursement of, the cost of medical expenses for any family member.**
- e. **Income of a live-in aide.**
- f. **The full amount of student financial assistance paid directly to the student or to the educational institution.**
- g. **Special pay to a family member serving in the Armed Forces who is exposed to hostile fire.**
- h. **Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan To Attain Self-Sufficiency (PASS).**
- i. **Amounts received by a participant in other publicly assisted programs which are specifically for or to 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.**

- j. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200.00 per month) received by a resident for performing a service for the PHA on a part-time basis and enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and a tenant 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.**
- k. 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 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.**
- l. Temporary, non-recurring or sporadic income (including gifts).**
- m. Payments by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.**
- n. Earnings in excess of \$480.00 for each full time student 18 years or older (excluding the head of household and spouse).**
- o. Adoption assistance payments in excess of \$480.00 per adopted child.**
- p. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.**
- q. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unity.**
- r. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.**
- s. Amounts specially excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.**

**INCOME TARGETING – See Section III, Deconcentration Plan.**

**INFANT - A child under the age of two years.**

**INTERIM RE-DETERMINATION OF RENT – Changes of rent between admissions, re-examination, and the next succeeding re-examination.**

**INS – The U.S. Immigration and Naturalization Service.**

**LIVE-IN AID** – a person who resides with an elderly, near elderly, or person with disabilities.

- a. Is determined by the PHA to be essential to the care and well being of an elderly, near elderly, or person with a disability.
- b. Is not obligated for support of the person(s).
- c. Would not be living in the unit except to provide supportive services. The income of a live-in aide that meets these requirements is not included as income to the tenant family.
- d. Relatives aren't automatically excluded from being live-in aides, but they must meet all of the elements for live-in aide described above. They must also sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.
- e. A live-in aide will be required to meet PHA's screening requirement with regard to past behavior.
- f. A record of disturbance of neighbors, destruction of property, living and housekeeping habits (at present or prior residences) which may adversely affect the health, safety, or welfare of other tenants or neighbors.
- g. Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug related criminal activity which would adversely affect the health, safety, welfare of other residents or staff, or cause damage to the unit or the development.
- h. A record of eviction from housing or termination from residential programs.
- i. Live-in aides are not subject to the non-citizen rule requirements.
- j. Live-in aides may not be considered as remaining member of the tenant family.
- k. Family members of a live-in attendant may also reside in the unit providing doing so does not increase the subsidy of the cost of an additional bedroom and that the presence of the live-in aide's family members does not overcrowd the unit.
- l. Written verification will be required from reliable, knowledgeable professional, such as a doctor, social worker, or case worker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly (50-61), or disabled.

**NOTE:** A live-in aide must be approved in advance, by the PHA, and must meet the eligibility requirements for public housing occupancy. The PHA has the right to disapprove a request for a live-in aide based on eligibility criteria.

**LOWER INCOME FAMILY** – See Section III, Deconcentration Plan.

**MEDICAL EXPENSE** – Those necessary medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and are not covered by insurance. Medical expenses, in excess of three percent (3%) of annual income, are deductible from income by elderly families only.

**MILITARY SERVICE** – The active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945 the Commissioned Corps of the United States Public Health Service.

**MINIMUM RENT** – The minimum rent for public housing families will be \$0 per month and will remain at that level unless otherwise changed by the Board of Commissioners.

**MINOR** – A person under eighteen years of age. A person under eighteen years of age that has been declared “emancipated” by court action, shall not be considered a minor. An unborn child may not be counted as a minor.

**MIXED FAMILY** – a family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**MONTHLY ADJUSTED INCOME** – One-twelfth of adjusted annual income.

**MONTHLY INCOME** – One –twelfth of annual income for the purpose of determining priorities based on an applicant’s rent, as a percentage of family income. Family income is the same as monthly income.

**PUBLIC HOUSING AUTHORITY (PHA)** - Any State, County, Municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development of operation of housing for low income families.

**RE-CERTIFICATION** – Re-certification is sometimes called re-examination or annual. The process of securing documentation which indicates that tenants meet the eligibility requirements for continued occupancy.

**RE-EXAMINATION DATE** - The date on which any rent change is effective or would be effective, if required, as a result of the annual re-examination of eligibility rent. The re-examination date is the anniversary date of admission.

**REMAINING FAMILY MEMBERS and PRIOR DEBT**

As a party to the lease, remaining family members (other than the head or spouse) 18 years of age or older will be responsible for arrearages incurred by the former head or spouse. PHA will not hold remaining family members (other than head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.

Remaining family members, under the age of 18, shall not be held responsible for the rent arrearages incurred by the former head of household.

**RENT CHOICE** - Families may choose annually to make rental payments based on either a flat rent or the income based rental method. Tenants may choose to make rental payments monthly based on either a flat rent or income based rental method, which does not exceed 30 percent (30%) of their adjusted monthly income.

Families choosing the flat rent may have their incomes reviewed every three years. In the event a family’s income decreases due to financial hardship, tenants may elect to pay an income based rent because the higher flat rent is no longer affordable.

**SINGLE PERSON** - A person who lives alone, or intends to live alone, and who does not qualify as an elderly family, or a displaced person, or as the remaining member of a Tenant family.

**SPOUSE** - A legal husband or wife of the head of the household.

**TANF** - Temporary assistance to needy families.

**TEMPORARILY ABSENT FAMILY MEMBERS** - Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.

**TENANT RENT** - The amount payable monthly by the Family as rent to the PHA.

**TOTAL ANNUAL FAMILY INCOME** - Total annual family income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12 month period following the effective date of initial determination or re-examination of income, exclusive of certain other types of income specified in this policy.

**TOTAL ANNUAL FAMILY INCOME** - includes, but is not limited to, the following:

- a. The full amount, before any payroll deduction, of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses).
- b. The net income, from the 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 other 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.
- c. Interest, dividends, and other net income of any kind from real or personal property; for this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property. An allowance for depreciation is permitted only as authorized in Paragraph B of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000.00, the total annual income shall include the greater of the actual income derived from all net family assets or, a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.
- d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefit and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment; (Excluding lump sum supplemental security income (SSI) and Lump Sum Social Security Benefits (SS))
- e. Payments in lieu of earnings, i.e. unemployment and disability compensation, social security benefits, workmen's compensation, and severance pay.
- f. Periodic and determinable allowances, i.e. alimony, child support payments, regular contributions or gifts, including amounts received from any persons not residing in the

dwelling, If the payments actually received are different than the determined amount, rent can be adjusted in accordance with the dwelling lease.

- g. All regular pay, special payments, and allowances, i.e. longevity, overseas duty, rental allowances for dependents, etc. received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit. Exclude the special hazardous duty pay when exposed to hostile fire.
- h. Payments to the head of the household for support of a minor or payments nominally to a minor for his support, but controlled for his benefit by the head of the household or a resident member other than the head, who is responsible for his support.
- i. Veterans Administration compensation (Service Connected Disability or Death Benefits).
- j. If it is not feasible to anticipate a level of income over a 12 month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.
- k. Residents that receive lump-sum payments that are included as income and fall in the categories listed above, (excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SSA), must report the income to the PHA as soon as possible, but no later than ten calendar days after receipt of the funds and the applicable portion of the payment that is due as back rent is due fourteen (14) days after the PHA notifies the family of the amount due.
- l. If a tenant fails to report income, the tenancy may be terminated under the terms of the PHA's lease. If the unreported income was unintentional by the tenant, the tenant will be billed for the amount due the PHA and the amount will be payable within fourteen (14) days. If the payment cannot be made in one payment, the tenant may request the PHA to approve a re-payment schedule. Any re-payment agreement must be in writing and signed by the Tenant and a PHA representative.

**TOTAL TENANT PAYMENT (TTP)** – Total tenant payment is the highest of the following amounts, rounded to the nearest dollar:

- a. 30 percent of the family's monthly adjusted income;
- b. 10 percent of the family's monthly income;
- c. Welfare Rent - If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated; or
- d. The minimum rent (-0-)

**TRESPASSING POLICY** - See Appendix 6.

**UTILITIES** - Utilities may include water, electricity, gas, other heating refrigeration and cooking, fuels, trash collection, and sewerage. In the event the family exceeds the utility usage allowed by the PHA, the family will be charged for the excess usage.

Telephone and cable television service is not a utility.

**VERY LOW INCOME FAMILY** – See section III, Deconcentration Plan.

**WAGE EARNER** – A person in a gainful activity who received wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowance, tips, bonuses, commissions, and unemployment compensation. The terms "Wage Earner" and "Worker" are used interchangeably.

**WELFARE ASSISTANCE** - Welfare or other payments to families or individuals based on need, that are made under programs funded, separately or jointly, by Federal, State or Local governments.

## **SECTION VII – APPLICATIONS AND OTHER REQUIRE FORMS**

**HOW TO APPLY** - Families wishing to apply for Public Housing need to complete an application and other required forms. All applications must be signed and dated by the applicant and spouse, and all adult family members, if possible.

The PHA will be open to take applications at 925 Fern Street, Madison, North Carolina, 27025. Applications will be accepted during the following schedule:

**MONDAY THROUGH FRIDAY  
8:30 A.M. TO 5:00 P.M.**

Individuals who have a physical impairment which would prevent them from completing an application in person may call the PHA to make special arrangements to complete their application.

Applicants will be advised that they are required to keep the PHA advised at all times of their mailing address and the current family status.

If an applicant claims they did not receive a letter mailed by the PHA, that requested the applicant to provide information or to attend an interview, the PHA will determine whether the letter was returned to the PHA. If the letter was not returned to the PHA, the applicant will be assumed to have received the letter.

The PHA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to occupy a public housing unit within the next 12 months period. Application taking may be suspended by the bedroom size, if applicable. The PHA will make known to the public through publication in a newspaper of general circulation, and other suitable means the fact that applications for public housing units are being suspended.

To reach persons who cannot read the newspapers; the PHA will distribute fact sheets to the broadcasting media.

**Opening of Application Taking** - When the PHA decides to start taking applications, the waiting list may be opened by bedroom size.

The PHA will make known to the public through publication in a newspaper of general circulation, and other suitable means the availability and nature of housing assistance for eligible families.

The Notice must contain the following:

- a. The PHA will publish the date applications will be accepted and the location where applications can be completed. If the PHA anticipated suspending the taking of applications after a period of time, the date of acceptance and closing of applications must be published;
- b. Briefly describe the Public Housing program;
- c. State those applicants for Public Housing must specifically apply for the Public Housing Units.
- d. To reach persons who cannot read the newspapers; the PHA will distribute fact sheets to the broadcasting media.

#### **SECTION VIII – APPLICANT SCREENING & SELECTION CRITERIA**

In cooperation with local, State, and Federal law enforcement officials and court the PHA conducts extensive screening of applicants prior to providing assistance. Such screening includes; reviewing police and court records, credit payments history, and landlord references, checking with probation officers, and local social service providers. Screening will be conducted for all household members 18 years of age or older to ascertain past drug or criminal activity.

1. The PHA will admit as residents to its low rent development, (if the size unit is available, and the applicant is at the top of the waiting list for that size unit) applicants who at the time of admission meet all of the following requirements:
2. Who qualify as a family as defined by the PHA in this policy
3. Whose Annual Income does not exceed the applicable Income Limits for admission as established by the Department of Housing and Urban Development.
4. Whose family composition conforms to the occupancy standards which are appropriate to the vacant unit.
5. Whose past performance in meeting financial obligations, especially rent, is satisfactory.
6. Who have no record of the disturbance of neighbors, destruction of property, living or housekeeping habits prior residences which would adversely affect the health, safety or welfare of other residents or the community.
7. Who have no history of criminal activity involving crimes of physical violence to persons or property, or criminal acts which would adversely affect the health, safety or welfare of other residents of the community.

- 8. Who are at least 18 years of age or older. If under the age of 18 the applicant must submit proof of emancipation.**
- 9. Who does not owe rent or other charges to any PHA or to any Section 8 Program. If the applicant owes any PHA money from previous occupancy (Move-out balance debt), this debt must be paid prior to applicant's Application being approved for housing.**
- 10. Who have not had their lease terminated by the PHA within the past 5 year period, for reasons other than nonpayment of rent and/or other charges. After the five year period has elapsed, applications will be reviewed by the Executive Director or his designee prior to approval.**
- 11. Who provides a Social Security number for all family members, age 6 or older, or can document and certify that they do not have a Social Security number**
- 12. No family member has committed drug-related criminal activity, or violent criminal activity during the past five (5) years.**
- 13. Who are citizens or non-citizens who have eligible immigration status in one of the following categories:**
- 14. A non-citizen lawfully admitted for permanent residence, as defined by section 101(a)(20) of Immigration and Nationality Act (INA), as an immigrant, as defined by section 101(a)(15), of the INA (8D.S.C. 1101(a)(20) and 1101(a)(15), respectively (immigrants). This INA (8 D.S.C. 1160 or 1161), (Special agricultural worker) who has been granted lawful temporary resident status):**
- 15. A non-citizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under section 249 of the (INA)(8 U.S.C. 1259);**
- 16. A non-citizen who is lawfully present in the U.S. pursuant to an admission under section 207 of the INA (9 U.S.C. 1157) (refugee status); pursuant to the granting of asylum (which has not been terminated) under section 208 of the INA (8 U.S.C.1158) (asylum status); or as a result of being granted conditional entry under section 203 (a) (7) of the INA (8U.S.C. 1153(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion, or because of being uprooted by catastrophic national calamity;**
- 17. A non-citizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under section 212(d)(5) of the INA (8 U.S.C.1182(2)(5) (parole status);**
  - a. A non-citizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under section 2543(h) of the INA(8 U.S.C. 1253(h) (threat to life or freedom;**
  - b. A non-citizen lawfully admitted for temporary or permanent residence under section 245A of the INA ( 8 U.S.C. 1255A) (amnesty granted under INA 245A);**

- c. During screening the PHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below;
  - d. All applicants must demonstrate through an assessment of current and past behavior of the ability;
  - e. to pay rent and other charges as required by the lease in a timely manner;
  - f. to care for and avoid damaging the unit and common areas;
  - g. to use facilities and equipment in a reasonable way;
  - h. to create no health, or safety hazards, and to report maintenance needs;
  - i. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
  - j. not to engage in criminal activity 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 the premises;
  - k. to comply with necessary and reasonable rules and program requirements of HUD and the PHA;
  - l. to comply with health and safety codes;
  - m. The PHA will determine the applicant's ability to comply with essential lease requirements; and,
  - n. Applicant ability and willingness to comply with the essential lease requirements will be determined in accordance with PHA's applicant screening. Information to be considered in completing applicant screening 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.
    - Adversely affect the physical environment or financial stability of the project.
    - Violate the terms and conditions of the lease.
    - Require services from PHA staff that would altar the fundamental nature of PHA's program.
    - PHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures used in support of this policy

- **Payment of funds owed to any PHA is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. Any balance owed to any PHA for any program must be paid in full prior to the applicant being determined eligible for assistance.**
- **PHA will complete a criminal background check on all applicants including other family members 18 years of age and older.**
- **All applicants are required to attend a pre-occupancy interview.**
- **PHA's examination of relevant information regarding past and current habits or practices will include, but is not limited to, an assessment of:**
- **The applicants past performance in meeting financial obligations, especially rent.**
- **A record of disturbance of neighbors (disturbances 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.**
- **An history of criminal activity on the part of any family member involving crimes of physical violence to persons or property, and other criminal acts including drug-related criminal activity which would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development.**
- **A record of eviction from housing (taking into account date and circumstances).**
- **An applicant's ability and willingness to comply with the terms of PH A's lease.**
- **An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowance, family composition or rent will result in rejection.**
- **Applicants must be able to demonstrate the ability and willingness to comply with the terms of PH A's lease, either alone, or with assistance which they can demonstrate that they have, or will have at the time for admission. Availability of assistance is subject to verification by the PHA.**
- **The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated once the purpose for which it was requested is accomplished. Once the purpose has been accomplished these records will be destroyed.**
- **Screening applicants who claim mitigating circumstances.**
- **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. To be factored into PHA's screening assessment of the applicant, mitigating circumstances must be verified.**

- **Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which when verified, would indicate both:**
- **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.**
- **PHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the PHA 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 the PHA, such as turnover rates, and market demands as they affect bedroom sizes and project location.**
- **Applicants determined ineligible, he/she will be informed and the reasons stated in writing. The applicant will be granted ten (10) days from the date stated on the ineligible letter to request an informal hearing. The applicant may bring any person he/she wishes to represent them at the informal hearing. The request for an informal hearing shall be submitted either orally or in writing and received by the PHA within the time frame established by the PHA for the hearing.**

#### **SECTION IX – DENIAL OR TERMINATION OF ASSISTANCE**

**The PHA may deny or terminate assistance for a family because of the family's action or failure to act. This section describes when the PHA is required to deny or terminate assistance, and the PHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance.**

##### **Mandatory Denial and Termination**

**The PHA must deny admission for an applicant, or terminate assistance for a participant, if any member of the family fails to sign and submit consent forms for obtaining information in accordance with the federal regulations.**

**The family must submit required evidence of citizenship or eligible immigration status. The PHA must deny admissions because at least one family member does not establish citizenship or eligible immigration status.**

**The PHA must deny assistance if the applicant's family annual income exceeds the income limit for a family of that size.**

**The PHA must deny assistance or terminate the assistance if any family member has been convicted of drug-related criminal activity for methamphetamine production on the premises of federally assisted housing.**

**The PHA must deny admission or terminate assistance if any household member is subject to a lifetime registration requirement under a State sex offender registration.**

**The PHA must deny admission of an applicant if any household member has been evicted from federally assisted housing for drug-related criminal activity for a period of three years from the date of eviction.**

**The PHA must deny admission if the PHA determines that any household member is currently engaging in illegal drug use.**

**If the PHA has reasonable cause to believe that any household member's use or pattern of illegal drug use may threaten the health, safety or right to peaceful enjoyment of the premises by other residents, the PHA must deny admission of the family.**

**The PHA must deny admission if it has cause to believe that any household member's abuse or pattern of abuse of alcohol may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.**

### **Grounds for Denial or Termination of Assistance**

**The PHA may at any time deny assistance for an applicant, or terminate assistance for a participant, for any of the following reasons:**

**Any member of the family has been evicted from federally assisted housing during the past five (5) years**

**The family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.**

**The family breaches an agreement with a PHA to pay amounts owed to a PHA.**

**The family has engaged in or threatened abusive or violent behavior toward PHA personnel.**

- a. "Abusive or violent behavior towards PHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.**
- b. Actual physical abuse or violence will always be cause for termination.**
- c. "Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.**
- d. If the PHA has determined a family member to be abusing alcohol in a manner which will interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.**
- e. If any family member has committed fraud, bribery, or any other corrupt or criminal activity related to any federal program.**

- f. **If any family member has committed drug-related criminal activity, or violent criminal activity during the past five (5) years.**
2. **If the PHA seeks to deny or terminate assistance because of illegal use, or possession for personal use, of controlled substance, such use or possession must have occurred within one year before the date that the PHA provided notice to the family of the PHA determination to deny or terminate assistance. The PHA may not deny or terminate assistance for such use or possession by a family member, if the family can demonstrate that he/she:**
    - a. **Has an addiction to a controlled substance, has a record of such impairment, or is regarded as having such an impairment; and**
    - b. **Is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances. The PHA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit.**
    - c. **In determining whether to deny or terminate assistance based on drug-related criminal activity or violent criminal activity, the PHA may deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.**

**NOTE: Applicants that owe a PHA or any other federally subsidized program funds will be ineligible. Applicants must meet all other conditions for occupancy. Re-paying funds that are due does not necessarily qualify an applicant for occupancy. Such payments will be considered along with other factors in the application process. Any money owed to a PHA which has been discharged by bankruptcy shall not be considered in making this determination.**

**NOTE: The above list is not intended to be all inclusive, Applicants may be denied admission if the PHA has reason to believe that the conduct of the applicant has been such as would be 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 or to affect adversely the physical environment or the financial ability of the project if the applicant were admitted to the project.**

**If an applicant is denied admission, the PHA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant ten (10) calendar days to request an informal meeting (verbal or in writing) with the PHA. The applicant may bring any person he/she wishes to represent them at the informal meeting.**

### **SECTION X – OCCUPANCY GUIDELINES**

**It is the PHA's policy that units should be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear or underutilization.**

**For subsidy standards, an adult is a person 18 years of older.**

The following general unit maximum and minimum number of persons per unit will govern the assignment of a family of a given size and composition. These are only guidelines and the maximums may be exceeded at the request of the family, or because of the square footage of a specific unit:

**Occupancy Guidelines Chart**

<b>No. of BR</b>	<b>Min Persons/Unit</b>	<b>Max Persons/Unit</b>
<b>OBR</b>	<b>1</b>	<b>1</b>
<b>1BR</b>	<b>1</b>	<b>2</b>
<b>2BR</b>	<b>2</b>	<b>4</b>
<b>3BR</b>	<b>3</b>	<b>6</b>
<b>4BR</b>	<b>4</b>	<b>8</b>
<b>5BR</b>	<b>5</b>	<b>10</b>
<b>6BR</b>	<b>6</b>	<b>12</b>

Exceptions to the maximum standards may be made in case of reasonable accommodations for a person with disabilities, emergencies, and at the discretion of the Executive Director. Further, the PHA has the right to permit families exceeding the maximums shown above to occupy units when they request such occupancy, and when PHA determines that the unit in question is large enough.

Families may choose to be placed on the waiting list for a unit one bedroom size smaller than that designated on the chart. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.

Families will not be placed on the waiting list for a larger unit unless there is a verifiable medical reason or reasonable accommodation that requires that the family be placed in a larger size unit.

Dwelling units will be assigned so that:

- a. It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom. Exceptions may be made for infants and young children or at the request of the family.
- b. Foster children will be included in determining unit size only if they will be in the unit for more than three months.
- c. For verified reasons of health (disability, addition of a live-in aide, need for medical equipment, etc.) Live-in aides will generally be provided a separate bedroom. No additional bedrooms are to be provided for the aide's family.
- d. Two children of opposite sex will not be required to share a bedroom except at the request of the family.
- e. Space may be provided for a child who is away at school but who lives with the family during school recesses.
- f. Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.
- g. Adults of different generations will have separate bedrooms.

- h. Single person families shall be allocated one bedroom.
- i. The living room will not be used as a bedroom except at the request of the family.

**IMPORTANT:** The above options will be discussed with each applicant family. Families will also be updated as to the status and movement of the various waiting lists and sub lists maintained by the PHA. Families shall be asked to declare in writing the waiting list on which they wish to be placed. If a family opts for a smaller unit size than would normally be assigned under the above standards (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy until their family size or circumstances change.

## SECTION XI – TENANT SELECTION AND ASSIGNMENT PLAN

### Organization of the Waiting List

It is the PHA's policy that each applicant shall be assigned his/her appropriate place on a single waiting list in sequence based upon date and time the application is received, suitable type or size of unit, and factors affecting preference. Preference factors are established in this policy in accordance with HUD regulations and are consistent with the objectives of Titles VI of the Civil Rights Act of 1974 and Title VIII of the Civil Rights Act of 1968 and HUD regulations and requirements pursuant thereto. Exceptions to single waiting lists will be permitted only to comply with Court Orders, Settlement Agreement, or when approved in advance by the Assistant Secretary for Fair Housing and Equal Opportunity.

The primary goals of this plan are to:

- a. Prohibit the concentration of low-income families in public housing.
- b. Income targeting.
- c. To ensure that each applicant shall be assigned his/her appropriate place on a single waiting list in sequence based upon date and time the application is received, suitable type or size of unit, and factors affecting preference.
- d. Preference factors are established in this policy in accordance with HUD regulations and are consistent with the objectives of Titles VI of the Civil Rights Act of 1974 and Title VIII of the Civil Rights Act of 1968 and HUD regulations and requirements pursuant thereto.
- e. Exceptions to single waiting lists will be permitted only to comply with Court Orders, Settlement Agreements, or when approved in advance by the Assistant Secretary for Fair Housing and Equal Opportunity.
- f. Not less than 40% of new families will have incomes at or below 30% of the area median income.
- g. Other admissions will be at or below 80% of the area median income.
- h. Fundability will be allowed only to the extent that relatively higher income families move into public housing units in census tracts having a poverty rate of at least 30%.

### **Method of Applicant Selection**

The PHA will first match the characteristics of the applicant to the unit available. Applicable local preferences as described in this policy will then be used to determine the order of selection from the waiting list. Further, in the selection of a family for a unit with accessible features the PHA will give preference to families that include a person with disabilities who can benefit from the unit features.

Residency preferences 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.

The 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 Plan "A". Under this plan each qualified applicant first in sequence on the waiting list is made one offer of a unit of appropriate size. The applicant must accept the vacancy offered or be dropped to the bottom of the waiting list (unless the refusal was for good cause").

Selection will be in such a manner as:

- a. To preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the residents or the environment.
- b. To maintain a resident body in each building composed of families with a broad range of incomes and rent paying ability which is generally representative of the range of incomes of the low income families in the PHA's area of operation.
- c. To give preference to applicants who are otherwise eligible for assistance and who at the time they apply for housing assistance, are living within the jurisdiction of the Madison, N.C.
- d. To achieve both the goals of reducing poverty and income mixing in public housing the PHA will skip over certain applicants on the waiting list based on income to attain the required percentage of the extremely low income families.

### **Order of Applicant Selection**

The order of selection listed below is to be applied within the ranges adopted by the PHA. These applicants will be selected first and ranked in the following order:

**Families who reside within the city limits of Madison, N.C.**

**Elderly/Disabled: A family whose head or spouse or sole member is at least sixty-two (62) years of age, or a disabled family, which is:**

- a. A family whose head, spouse, or sole member is a person with disabilities;
- b. Two or more persons with disabilities living together; or
- c. One or more persons with disabilities living with one or more live-in aides.

- d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.

**Displaced person(s):** Individuals or families displaced by public or private action. This preference includes individuals or families who have received a written condemnation notice from the City of Reidsville indicating condemnation of their rental unit is imminent. Renters who damage the rental home or are otherwise responsible for causing the condemnation are not eligible for this preference.

**Families with an adult member employed full-time for the past 12 months (full-time is at least 30 hours per week); graduated from or enrolled full-time in an accredited non-profit institution of higher education (university, college, or community college); or enrolled in a job-training program, or a program that prepares someone for a job. Families meeting this requirement who are referred by homeless providers are included in this preference. Elderly and/or people with disabilities will qualify for this preference. Full-time students must have completed at least the first year of their academic requirements and continuing their course of study. Persons on job training or job readiness programs must complete at least 50% of their course work and college graduates or graduates of job training or job readiness programs must be gainfully employed to receive this preference.**

**All other applicants.**

**Acceptance/Refusal of Offer.** The applicant must accept the vacancy offered within three (3) working days of the date the offer is communicated by telephone, or five (5) working days by regular mail, or be dropped to the bottom of the waiting list (unless the rejection is for "good cause").

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of the PHA clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship, or handicap not related to consideration of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the waiting list.

**Examples of good cause for the refusal of housing include, but are not limited to:**

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

**The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified to PHA's satisfaction, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list.**

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

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

**First, to a current occupant of another unit of the project under the PHA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).**

**Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.**

When offering an accessible/adaptable unit to a non-disabled applicant, the PHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident, or an applicant needs the features of the unit. This requirement will be reflected in the lease agreement signed with the applicant.

## SECTION XII – LEASING AND OCCUPANCY OF DWELLING UNITS

It is the PHA's policy that all units must be occupied pursuant to a lease that complies with HUD's regulations.

Prior to making an offer for a unit the file for the applicant next on the waiting list will be reviewed by a staff member to determine the final approval. Applicant folders will be processed at the PHA office. Initial intake, waiting list management, screening, and offers of housing (including transfers) will be made by public housing staff.

Once the unit is shown and the applicant accepts the unit, public housing staff will execute a lease. If the applicant refuses the unit, the reason for refusal must be obtained. The public housing staff will make a "good cause" determination.

Changes in family composition, income, or status between annual re-examinations will be processed in the PHA's office. Staff shall not lease units to families whose occupancy will create an over or under housed situation.

The lease shall be signed by the head, spouse, and all adult members of the household accepted as a resident family and by the Executive Director or other authorized representative of PHA, prior to actual admission.

If a resident transfers from one PHA unit to another, a new lease will be executed for the dwelling into which the family moves.

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. Any appropriate riders will be prepared and made a part of the existing lease, or any appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of the Housing Authority.
- d. Only those persons listed on the lease shall be permitted to occupy a dwelling unit. Except for natural births to family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit.
- e. Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening of the proposed new member. Only new members approved by the PHA following the screening process will be added to the household. The results of screening shall be used to determine whether or not to admit the new member. Children born to a family member, children under the age below which Juvenile Justice records are not made available who are adopted by a family member, or who are added through a kinship care arrangement are exempt from the pre-admission screening process. The exemption age

specified in this paragraph is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders.

Examples of situations where the addition of a family member is subject to screening are:

- a. Resident plans to be married and files a request 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, employs a live-in-aide, or takes in a foster child);
- d. A unit is occupied by a remaining family member(s) under the age of 18 (and not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.

Residents who fail to notify the PHA of additions to the household are in violation of the lease. Residents who permit persons to join the household without undergoing screening are also in violation of the lease. Such persons will be considered unauthorized occupants by the PHA and the entire household will be subject to eviction.

Visitors may be permitted in a dwelling unit, provided they are reported to the Manager within 72 hours of their arrival or prior thereto. Visits not exceeding 1 calendar days may be authorized by the manager. Visits of more than 30 calendar days shall not be authorized. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

Roomers and lodgers shall not be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is grounds for termination of the lease.

Residents must advise the PHA if they will be absent from the unit for more than 14 days. Residents are required to notify the management and make arrangements to secure the unit and provide a means for the PHA to contact the resident in the event of an emergency.

### SECTION XIII - RESIDENT TRANSFERS

It is the PHA's policy that transfers will be made without regard to race, sex, sexual orientation, color, religion, national origin, or familial status. Residents will be transferred to accommodate a disability. Emergency transfers are permitted when the unit or building conditions poses an immediate threat to resident life, health or safety, as determined by the PHA. Emergency transfers within the sites may be made to repair unit defects hazardous to life, health, or safety, alleviate verified medical problems of a life threatening nature, or, based on documentation provided by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood. These transfers shall take priority over new admissions.

Transfers are permitted to remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency), provide housing options to residents who are victims of hate crimes or extreme harassment, alleviate verified medical problems of a serious nature, permit modernization of units, or permit a family that requires a unit with accessible features to occupy such a unit. These transfers shall take priority over new admissions.

Requests for medical transfers will be made to the manager. The resident will provide the manager with the necessary verification and/or documentation to substantiate the need for a medical transfer. Medical transfers may also be , initiated by the PHA, such as moving a person with mobility problems to a unit with accessible features. Transfers within sites may be made to correct occupancy standards (over/under housed condition), and to address situations such as neighbor disputes that are not criminal, but interfere with the peaceful enjoyment of the unit or common areas. These transfers will not take priority over new admissions.

Residents in an over/under housed status will be advised in their 30 day "Notice of Results of Re-examination" that a transfer is recommended and that the family has been placed on the transfer list.

When a head of household, originally housed in a bedroom by him/her, has a child, the child shall remain in the parent's bedroom until it is three (3) years of age. After the age of three (3) a transfer may be recommended.

Exceptions: Spouse returns to the unit, marriage takes place, or family decides to remain in the unit and in PHA's opinion the unit is large enough to accommodate the number of persons now in the household. (Other than for births that occur during tenancy, the PHA's prior approval of additions to the household is required).

Split family transfers will be processed under administrative transfers. Families that split into two (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. Options for split-family transfers will be considered in order to minimize the impact on vacant units. Such transfers will be made in a manner that best benefits the PHA.

The Manager has the responsibility to obtain and document all pertinent information relative to a request for transfer.

Transfers must be approved by the Executive Director or designee.

Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in the removal of the household from the transfer list. The good cause standards applicable to new admissions shall apply to transfers.

#### **SECTION XIV – ELIGIBILITY FOR CONTINUED OCCUPANCY, ANNUAL RE-EXAMINATIONS AND REMAINING FAMILY MEMBERS**

##### **Eligibility for Continued Occupancy**

- a. Residents who meet the following criteria will be eligible for continued occupancy:
- b. Qualify as a family as defined in this policy. (For purpose of continued occupancy remaining family members qualify as family. Remaining family members can also include court ordered emancipated minors under the age of 18).
- c. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.

- d. Whose family members, age 6 or older, each have Social Security numbers, or have certifications on file indicating they have no Social Security number.
- e. Who are citizens or have eligible immigration status. Every member of a resident family must submit either evidence of citizenship or eligible immigration status as required.

#### **Remaining Family Members and Prior Debt**

- a. As a party to the lease, remaining family members (other than the head or spouse) 18 years of age or older will be responsible for arrearages incurred by the former head or spouse. PHA will not hold remaining family members (other than head or spouse responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18) .
- b. Remaining family members under the age of 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

#### **Re-Examination**

**Regular re-examinations.** The PHA shall at least once a year, re-examine the incomes of all resident families whose rent has been computed by the income-based rental method. The effective date of the annual re-examination shall be the anniversary date of admission.

**Special Re-Examinations.** When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular re-examination, a temporary determination will be made with respect to income and a special re-examination will be scheduled every 90 days until a reasonably accurate estimate of income can be made.

The resident will be notified in advance as to the date for the special re-examination(s). Special re-examination shall also 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.

Persons reporting zero income will have their circumstances examined every 90 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will be the first form completed in the annual re-examination process. The form will ask residents to estimate how much they spend OJ!: food, beverages, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items.

**Flat rent re-examinations.** Re-examinations of income will be conducted every three years for the families who have chosen to have their rent based on the flat rent method. Re-examinations of the family composition will be conducted at least Annually.

In the event a family's income decreases due to financial hardship, the family may elect to pay an income-based rent because the higher flat rent is no long affordable.

#### **Re-examination Procedures**

At the time of re-examination, the head of household will be required to sign a Re-examination Data Sheet and other forms as required by HUD.

Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder. Income verifications must be current. (Within the past 120 days).

Verified information will be analyzed and a determination made with respect to:

Eligibility of the resident as a family or as the remaining member of a family;  
Unit size required for the family;  
Rent the family should pay.

Income shall be computed in accordance with the definitions and procedures set forth in this policy.

Families failing to respond to the initial re-examination appointment will be issued a second appointment. Failure to respond to the second request will result in termination of the lease.

#### **Action Following Re-examination**

A Notice of Rent Adjustment will be issued.

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 in this policy and moved to an appropriate unit when one becomes available.

The PHA shall not commence eviction proceedings or refuse to renew a lease, based upon the income of the resident family unless :

It has identified, for possible rental by the family, a unit of decent, safe and sanitary housing of suitable size available at a rent not exceeding thirty percent (30%) of income as defined by the Authority for the purpose of determining rents; or  
It is required to do so by local law.

Pending their removal from the project, such families are to be charged rents calculated in accordance with the formula for Total Tenant Payment described in this policy.

### **SECTION XV - INTERIM RENT ADJUSTMENT, MINIMUM RENT**

#### **Minimum Rent**

The minimum rent for public housing families will be \$50 per month and will remain at that level unless otherwise changed by the Board of Commissioners.

#### **Rent Adjustment**

Residents must report all changes in family composition, status, or income to the housing specialist within 10 calendar days of the occurrence. Failure to report within 10 calendar days may result in a retroactive rent charge.

The family must promptly furnish to the PHA any letter or other notice furnished by HUD to a member of the family that provides information concerning the amount or verification of family income.

The PHA will verify the accuracy of the income information received from the family, and change the amount of the total tenant payment, tenant rent, or terminate assistance, as appropriate, based on such information.

Not all changes in family income between re-examinations will result in a rent change. The PHA will process interim changes in rent in the following cases:

It is necessary to correct any error made by a previous rent determination.

A reduction in family income has occurred which is expected to continue for a period of more than 30 days.

The Resident or any member of the Resident's family not previously employed, becomes employed.

When a new member is added to the family composition, and has income.

The Resident or any member of the Resident's family who previously was not receiving government assistance in the form of TANF, Work First, Social Security Benefits, SSI, Unemployment Benefits, etc., begins to receive such benefits.

The Resident must report his or her, or any member of the Resident's family newly acquired government assistance referred to above, to the HA within 10 days of the date of receiving such benefits.

The family size of the Resident increases or decreases:

#### Interim Adjustments

- a. Interim adjustments in rent shall become effective as follows:
- b. Increases in rent shall become effective as follows:
- c. On the first day of the second month following the increase in family income.
- d. On the first day of the second month following the correction of an error made at a previous rent determination.

#### Decreases in rent shall become effective

- a. On the first day of the month following the reporting of a decrease in family income.
- b. On the first day of the month following the reporting of a change in family size.

- c. On the first day of the month following the correction of an error made at a previous rent determination and shall be retroactive back to the time the rent began to be incorrectly charged.

#### **Failure to Report Accurate Information**

If it is found the resident has misrepresented, or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with PHA's dwelling lease.

#### **Collection of Unpaid Delinquent Debt**

House Bill 3390: - Session Law 2011-365: provides a Housing Authority the Authority to collect unpaid delinquent debt by setting off the debt against a state income tax refund due a tenant or former tenant of the PHA.

(Section H): A Housing Authority created under Chapter 157 of the General Statutes, provided that the debt owed the Housing Authority has been reduced to a final judgment in favor of the Housing Authority. Effective October 1, 2011.

### **SECTION XVI - LEASE TERMINATION PROCEDURES**

All Lease terminations and evictions will be processed in accordance with the PHA's current dwelling lease and Grievance Procedure. The PHA's Dwelling Lease and the Grievance Procedure is incorporated into this document by reference and is the guideline to be used for lease terminations and evictions.

The dwelling lease may not cover every specific situation that warrants a lease termination; therefore, for good cause the PHA may terminate a lease for reasons that are not specifically listed in the dwelling lease.

### **SECTION XVII - NOTICE REQUIREMENTS**

No resident shall be given a Notice of Termination (14 or 30 day notice) without being told by the PHA in writing the reason for termination. The resident must also be informed of his /her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish. Certain actions are excluded from the Grievance Procedure, specifically; any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees; and any drug-related criminal activity on or off the premises.

Notices of lease termination can be served personally, or sent to the resident by mail.

### **SECTION XVIII - RECORD KEEPING REQUIREMENTS**

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

- a. Name or resident, number and identification of unit occupied;**
- b. 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;**
- c. Specific reason(s) for the Notices, with section ,of the lease violated, and other facts pertinent to the issuing of the Notices described in detail;**
- d. Date and method of notifying resident;**
- e. Summaries of any conferences held with resident including dates, names of conference participants and conclusions.**

The preceding ACOP (Public Housing Admissions and Continued Occupancy Policy) was approved  
the Board of Commissioners: \_\_\_\_\_  
Date

\_\_\_\_\_  
Arevilia Martin, Chairman of the Board

**APPENDIX 1**

**FLAT RENT**

**Number of bedrooms & Flat rent:**

**See attached rent schedule**

**APPENDIX 2****PET POLICY AND RULES**

The Madison Housing Authority (herein after referred to as PHA) does hereby recognize that residents and applicants have the right to request a copy of the Pet Rules and upon compliance with same, request that their Lease Agreement be amended in order that they may keep one common household pet. These rules, other than the resident's obligation to maintain their premises in a clean and sanitary condition, do not apply to animals which are used to assist the handicapped. Changes may be made to these rules by giving Resident thirty days (30) notice prior to the effective date.

Residents must have the prior written approval of PHA before moving pet into their unit. Residents must request approval by completing the **Authorization for Pet Ownership Form** and submitting same to PHA for approval. Residents must bring their pet to the PHA administrative office and a picture of pet will be taken for identification purposes.

The pet must be recognized by the PHA as a "common household" pet. Pets shall include domesticated, warm-blooded animals such as a dog or cat. Birds and fish as long as they are adequately cared for, their containers kept reasonably clean and in a sanitary condition, and do not disturb other residents, may be kept by residents without the consent of PHA and without any other section of the Pet Rules being applicable. Poultry, ducks, geese, reptiles, snakes, lizards, etc. or exotic or unusual creatures, such as tarantulas, are not considered as common household pets, and are not permissible.

**No Resident may have more than one pet per household.**

Pets must be of reasonable size and manageable by their owner. As a general rule, pets must not weigh more than twenty-five (25) pounds or a breed that is known to exceed such weight at full maturity. For instance, a German Shepherd puppy would be within the twenty-five (25) pound requirement. However, it is generally recognized that German Shepherds grow to a weight exceeding twenty-five (25) pounds at maturity, therefore; a German Shepherd would not be permissible, even as a puppy.

PHA Representative Signature

A nonrefundable pet fee in the amount of two hundred and fifty dollars (\$250.00) is required. This pet fee must be paid in full at the time the Lease is executed or amended.

The pet owner must comply with all federal, state, local laws, and regulations, which apply to pet ownership; including inoculations and/or vaccinations, licensing, etc. Prior to entering into an amendment permitting the keeping of a pet, the owner must present satisfactory evidence of inoculation, vaccinations, and compliance with existing laws; including evidence from a Veterinary Clinic that the dog or cat has been spayed or neutered.

The pet owner must continually and satisfactorily maintain the premises under the Lease in a safe, sanitary, and clean condition. Pet owners shall be required to properly remove pet waste at all times.

Repeated substantiated complaints by neighbors or PHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself. Pets that make noise continuously and/or incessantly

for a period of ten (10) minutes or intermittently for one -half hour or more to the disturbance of any Tenant at any time of day or night shall be considered a nuisance.

Pets shall at all times be properly restrained while on the project premises, outside of the apartment, or building in which the owner resides. Pets must not ever be left unattended, or left unattended inside an apartment for a period of longer than 24 hours.

Pet owners shall be required to promptly have their pet cared for by a licensed veterinarian at first sign of illness or disease. At the owner’s expense, the apartment and general area where the pet is housed must be regularly treated for fleas, ticks, mites, or other parasites known to infest pets and pet habitats. Pet owners who fail to do so may become financially responsible for treating areas adjoining their apartment, which become infested also. Total failure to comply with this provision may require removal of the pet, or may be grounds for termination of the Lease.

No pets that are considered vicious or a danger to the health or safety of other residents, their guests, or employees of PHA or its agents are allowed. Upon execution of the amendment to the dwelling Lease, the owner of the pet assumes all liability for any damage, to either property or personal injury, which the pet may cause, either directly, or indirectly.

Residents may not temporarily keep pets of other persons without prior approval by PHA management.

In the event the Resident becomes incapable to adequately care for the pet, for whatever reason, or if a serious violation of the Pet Rules occur, such as a personal injury caused by the pet or a particularly unsanitary condition is caused by the pet, or if repeated minor violations of the Pet Rule occur, the PHA will request and the Resident will agree to remove the pet from the premises within a period not to exceed seven days (7). The Resident understands and agrees that failure to comply with a request from the PHA to remove the pet from the premises accordingly shall be just cause for the termination of the Resident’s Lease Agreement.

The PHA reserves the right to modify the Pet Policy from time to time and may do so by mailing or delivering to the Resident a copy of the modified rules thirty (30) days prior to their becoming effective. The Resident agrees to comply with any future and reasonable modification in the Pet Policy.

In consideration of the Resident’s agreement to abide by this addendum, the PHA does hereby grant permission to the Resident to keep the named pet as described in the Authorization for Pet Ownership Form, on the premises so long as the Resident’s Lease Agreement is in effect.

\_\_\_\_\_  
Tenant’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PHA Representative Signature

**APPENDIX 2**  
**AUTHORIZATION FOR PET OWNERSHIP**

**Pet Owner's Name:** \_\_\_\_\_

**Pet Owner's Address:** \_\_\_\_\_

**Home Telephone:** \_\_\_\_\_ **Work Telephone:** \_\_\_\_\_

**Pet's Name & Description:** \_\_\_\_\_

\_\_\_\_\_

**Breed:** \_\_\_\_\_ **Sprayed or Neutered**    **Y**    **N**

**License or ID Number & State:** \_\_\_\_\_

**Veterinarian:**

**Name, Address, & Phone** \_\_\_\_\_

\_\_\_\_\_

**Emergency Caregiver for Pet:**

**Name, Address, & Phone** \_\_\_\_\_

\_\_\_\_\_

**I have read and understand the rules governing pet ownership. I and all members of my household promise to fully comply.**

\_\_\_\_\_  
**Head of Household Signature**

\_\_\_\_\_  
**Date**

**Please attach the following documents to this form:**

**PICTURE OF PET**  
**RABIES CERTIFICATION**

## APPENDIX 3

### RENT COLLECTION POLICY

#### RENT PAYMENT

Rent is due and payable before or on the first day of the month, no later than the fifth (5th) day of the month.

- a. Rent may be paid directly at our main office located at 925 Fern Street, Madison, North Carolina, Monday through Friday; between 8:30 a.m. and 4:30 p.m.
- b. Rent payment may be placed in the drop box outside our main office.

#### LATE RENT

A charge of Fifteen Dollars (\$15.00) will be assessed to any rent payment not received by the fifth (5<sup>th</sup>) day.

If a Head of Household receives six (6) Fourteen Day Late Letters, within a twelve month period, management will proceed with Lease Termination.

#### METHOD OF PAYMENT

This office will accept money orders, cashier's checks, or personal checks as a method of payment. NO CASH will be accepted by Madison Housing Authority management.

#### RETURNED CHECK POLICY

A service fee of Twenty-Five Dollars (\$25.00) will be assessed for a returned check.

Once a Head of Household has a check returned for insufficient funds, the Agency will no longer accept a check from the resident for payment. A money order or cashier's check will have to be used.

### NON-PAYMENT OF RENT

Legal action will take place when a Head of Household fails to pay rent following the Late Rent Due Letter. Management will proceed to Court and will only accept the full amount of all monies owed to the Authority (including late fees).

### REPAYMENT (FORMAL) AGREEMENTS

When a resident owes the PHA back charges and is unable to pay the balance by the due date, the resident may request that the PHA allow them to enter into a Repayment (Formal) Agreement; the PHA has the sole discretion of whether to accept such an agreement.

All Repayment (Formal) Agreements must assure that the full payment is made within a period not to exceed twelve (12) months; unless approved by the Executive Director.

All Repayment (Formal) Agreements must be in writing and signed by both parties.

Failure to comply with the Repayment (Formal) Agreement terms may subject the resident to eviction procedures.

## APPENDIX 4

### VIOLENCE AGAINST WOMEN ACT – POLICY AND PROCEDURES

#### STATEMENT OF VIOLENCE AGAINST WOMEN ACT

The Violence against Women and Justice Department Reauthorization Act of 2005 protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

In general, the law provides in part that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of tenant's household or any guest or the person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse. The law also provides that an incident or incidents of actual threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be a "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.

#### CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING

MHA staff responding to an incident or incidents of actual or threatened domestic violence, dating violence, or stalking that may affect a tenant's participation in the housing program to request in writing that an individual complete, sign, and submit within fourteen (14) business days of the request, a HUD approved certification form.

In lieu of a certification form, or in addition to the certification form, a tenant may provide to MHA:

Federal, State, Tribal, Territorial, or Local Police or Court Record

Signed documentation by an employee, agent or volunteer of a victim service provider, an attorney or medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury [28 U.S.C. 1746] to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, or the stalking has signed or attested to the documentation.

MHA is not required to demand that an individual produce official documentation or physical proof of an individual's status as a victim of domestic violence, dating violence, sexual assault, or stalking in order to receive

the protections of VAWA. MHA, at its discretion, may provide assistance to an individual bases solely upon the individual's statement or other corroborating evidence.

MHA will be mindful that the delivery of the certification form to the tenant to response to an incident via mail may place the victim at risk, e.g. the abuser may monitor the mail. Therefore, the MPA staff may require the tenant to come to the office to pick up the certification form and are encouraged to work with tenants to make delivery arrangements that do no place the tenant at risk.

#### NOTICE AND CONFIDENTIALITY

VAWA requires that MHA must notify tenants of their rights under VAWA, which includes the existence of HUD-50066 form and the right to confidentiality and limits thereof. In doing so, the MHA may make the certification form available to all eligible families at the time of admission. Also, in the event of a termination or start of an eviction proceeding, the MHA may enclose the form with the appropriate notice and direct the family to complete, sign, and return the form (if applicable) by a specified date.

All information provided to the MHA relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, or stalking must be retained in confidence by the MHA and must neither be entered into any shared database nor provided to a related entity; except to the extent that the disclosure is requested or consented by the individual in writing, required for use in an eviction proceeding or termination assistance, or otherwise required by applicable law.

**APPENDIX 5**  
**GRIEVANCE POLICY**

**Applicability**

The MHA grievance procedure shall be applicable to all individual grievances between the resident and the MHA, provided that the MHA excludes from its procedure any grievance concerning an eviction or termination of residency based upon a resident's creation or maintenance of a threat to the health or safety of other residents or MHA employees.

The MHA grievance procedure shall not be applicable to disputes between residents not involving the MHA to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the MHA's Board of Commissioners.

**Requirements**

These regulations shall be made a part of all resident dwelling leases.

**Definitions** - For the purpose of this grievance procedure, the following definitions are applicable.

**"Grievance"** shall mean any dispute which a resident may have with respect to MHA action or failure to act in accordance with the individual resident's lease or MHA regulations which adversely affect the individual resident's rights, duties, welfare, or status.

**"Complaint"** shall mean any resident whose grievance is presented at the project management office.

**"Elements of Due Process"** shall mean an eviction action or termination of tenancy in a state or local court in which the following procedural safeguards are required:

Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;

Opportunity for the resident to examine all relevant documents, records, and regulations of the MHA prior to the trial for the purpose of preparing a defense;

Right of the resident to be represented by counsel;

Opportunity for the resident to refute the evidence presented by the MHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have; and

A decision on the merits.

**"Hearing Officer"** shall mean a person selected to hear grievances and render a decision with respect thereto.

**“Hearing Panel” shall mean a panel selected to hear grievances and render a decision with respect thereto.**

**“Resident” shall mean any lessee or the remaining head of household of any tenant family residing in housing accommodations.**

### **Informal Settlement of Grievance**

**Any grievance shall be personally presented, either orally or in writing, to the office of the project in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time, and one copy shall be given to the resident and one retained in the MHA’s resident file. The summary shall specify the names of the participants, dates of meeting/s, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing may be obtained if the complainant is not satisfied.**

### **Procedure to Obtain a Hearing**

**Request for a Hearing – The complainant shall submit a written request for a hearing to the project office within five days after receipt of the summary of discussion. The written request shall specify:**

**The reasons for the grievance, and  
The action or relief sought.**

**Selection of Hearing Office or Hearing Panel – The formal grievance hearing must be conducted by an impartial person or persons appointed by the PHA. It cannot be conducted by the person who made or approved the PHA’s original action (the action being grieved) or a subordinate of that person. PHA must avoid selecting a hearing officer or hearing panel who may be a friend (or an enemy) of the complainant, have some person stake in the matter under dispute, or may have an appearance of a lack of impartiality.**

**The PHA in choosing a hearing officer or panel will appoint a person/s (who may be an officer or employee of the PHA) and selected in the manner required under the grievance procedure.**

**The PHA must consult with resident organizations before the PHA appoints individuals as hearing officers or hearing panel members. Comments from the resident organizations must be considered before making the appointment.**

**Failure to Request a Hearing – If the complainant does not request a hearing in accordance with this paragraph, then the MHA’s disposition of the grievance shall become final; provided that failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest the MHA’s action in disposition of the complainant in an appropriate judicial proceeding.**

**Hearing Prerequisite – All grievances shall be personally presented either orally or in writing pursuant to the informal procedure as a condition precedent to a hearing under this section; provide that if the complainant shall show good cause why he failed to proceed to the hearing**

officer or hearing panel. The provisions of this subsection may be waived by the hearing officer or hearing panel.

**Escrow Deposit** – Before a hearing is scheduled in any grievance, involving the amount of rent MHA claims is due, the complainant shall pay to the MHA an amount equal to the amount of rent due and payable as of the first of the month proceeding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by the decision of the hearing officer or hearing panel. These requirements may be waived by the MHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure; provided that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the MHA's disposition of his grievance in an appropriate judicial proceeding.

**Schedule of Hearings** – Upon complainant's compliance with paragraphs (a), (d), and (e) of this section, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the complainant and the MHA. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and appropriate MHA official.

#### **Procedures Governing the Hearing**

The hearing shall be held before a hearing officer or hearing panel as appropriate.

The complainant shall be afforded a fair hearing providing the basic safeguards of due process; which shall include:

The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records, and regulations of the MHA that are relevant to the hearing. Any document not so made available, after request therefore by the complainant, may not be relied on by the MHA at the hearing;

The right to be presented by counsel or other person chosen as his or her representative;

The right to a private hearing unless the complainant request a public hearing;

The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the MHA or project management, and to confront and cross-examine all witnesses on whose testimony or information the MHA or project management relies;

A decision based solely and exclusively upon the facts presented at the hearing;

The hearing officer or hearing panel may render a decision without proceeding with the hearing, if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding;

If the complainant of the MHA fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for a period not to exceed five business days or may make a determination that the party has waived his right to a hearing. Both the complainant and the MHA shall be notified of the determination by the hearing officer or hearing panel; provided that such determination shall not constitute a waiver of any right the complainant may have to contest the MHA's disposition of the grievance in an appropriate judicial proceeding.

At the hearing, the complainant must first make a showing of an entitlement of the relief sought; and thereafter, the MHA must sustain the burden of justifying the MHA action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the hearing officer or hearing panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer or hearing panel shall require the MHA, the complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought as appropriate.

The complainant or the MHA 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.

#### **Decision of the Hearing Officer or Hearing Panel**

The hearing officer or hearing panel shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the MHA. The MHA shall retain a copy of the decision in the resident's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the MHA and made available for inspection by a prospective complainant, his representative, or the hearing officer or hearing panel.

The decision of the hearing officer or hearing panel shall be binding on the MHA; which shall take all actions or refrain from any actions necessary to carry out the decision, unless the MHA Board of Commissioners determines (within a responsible time) notifies the complainant of its determination that:

The grievance does not concern MHA action or failure to act in accordance with involving the complainant's lease of MHA regulations which adversely affect the complainant's rights, duties, welfare, or status;

The decision of the hearing officer or hearing panel is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and MHA; or,

**A decision by the hearing officer, hearing panel, or Board of Commissioners, in favor of the MHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.**

### **MHA Eviction Actions**

**If a resident has requested a hearing on a complaint involving a MHA notice of termination of the tenancy, and the hearing officer or hearing panel upholds the MHA's action to terminate the tenancy, the MHA shall not commence an eviction action in a state or local court until it has served a notice to vacate on the resident. In no event shall the notice to vacate be issued prior to the decision of the hearing officer or the hearing panel having been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him; and he may be required to pay court cost and attorney fees.**

**APPENDIX 6****GOVERNING ENTRANCE TO  
THE PROPERTY (TRESPASSING) POLICY**

**Purpose: To assure a safe, secure, sanitary environment, free from disturbance, violence, and threats in compliance with 24 CFR 966.55 and all other regulations.**

**Rules**

**Entrance to Property of the Madison Housing Authority (PHA) is restricted to PHA residents and authorized guests. Any individual who committed crimes or other acts which constitute a threat to the health, safety, or general welfare of the residents of the PHA community shall be prohibited from entering PHA property and shall be considered trespassing. All identified trespassers' names shall be placed on a PHA Trespassing List and PHA residents shall be required to take all reasonable steps to exclude the named trespassers from the resident's home and PHA apartment complex pursuant to these rules and the parties' lease. The criteria for establishing the PHA Trespasser List shall be governed under these rules as follows:**

**Criteria**

**Individuals who have committed crimes, or other acts, which constitute a threat to the health, safety, or general welfare of the residents of the PHA community will be identified as a Trespasser by the PHA management staff and the Housing Authority Police Officers.**

**A No Trespass Notice will be issued to each individual identified as a trespasser. The verbal or written notice will serve as notice to the individual not to enter or trespass on PHA property in the future.**

**Former PHA residents who have been evicted for criminal offenses that threaten the health, safety, and peaceful enjoyment of other residents shall be issued a No Trespass Notice in writing by the PHA management staff and Authority police officers.**

**If the individual is a juvenile, a No Trespass Notice will be issued to the juvenile's parent or legal guardian.**

**Each individual who has been issued a No Trespass Notice A shall be placed on the Trespasser List and shall be provided with a Right to Appeal Notice.**

**Residents must take all reasonable steps to exclude persons named as trespassers from the residents' home and the PHA apartment complex as required by the Policy Governing Entrance to Property of the Madison Housing Authority.**

**Such reasonable steps require the resident to notify Police in the event a trespasser is seen on about the resident's home or the PHA property. A copy of police report should be given to PHA management. A resident's failure to follow these rules is grounds for termination of the lease and eviction of the tenant.**

## **Appeals Process**

The named trespasser, or any resident, can appeal from a determination that a person is a trespasser. If an individual desires to appeal the issuance of a No Trespass Notice or desires to be removed from the Trespasser List, an appeals application must be filed with the PHA as follows:

Submit an appeals application to the Executive Director of the Madison Housing Authority. An application must also provide a current criminal record check from the Rockingham County Courthouse and a report from a probation or parole officer, if applicable.

In extenuating circumstances and for good cause shown, the Executive Director may permit a named trespasser to visit a resident under certain restrictive conditions. Such extenuating circumstances may include (but are not limited to) the following: visiting a sick parent that is a PHA resident or visiting the trespasser's child. Conditions placed on the visitation may include (but are not limited to) the following: visiting only during business hours, checking in and out with the PHA staff, checking in or out with the police. Failure to abide by such restrictions subjects the trespasser to arrest discretionary with the PHA.

An appeals panel will review each appeals application. The appeals panel will consist of three (3) individuals, a housing authority police officer, a commissioner currently on the PHA's Board of Commissioners, and an Administrative Assistant. The panel will review each application and supporting documents and will make a recommendation to the PHA Executive Director. The Executive Director's decision is final.

If an applicant has committed a criminal offense, he/she must wait the appropriate length of time with a clear criminal record after the probationary period, parole, or community service period has ended. A List of offenses and waiting periods are as follows:

<b>Offense</b>	<b>Waiting Period</b>
<b>Drug Possession</b>	<b>3 years</b>
<b>Drug Possession with intent to sell</b>	<b>3 years</b>
<b>Misdemeanor Assault</b>	<b>1 year</b>
<b>Trespassing</b>	<b>1 year</b>
<b>Other Misdemeanor (on PHA property)</b>	<b>1 year</b>
<b>Non-Violent Felonies</b>	<b>1 year</b>
<b>Lifetime Registration Sex Offender</b>	<b>Lifetime</b>
<b>Violent Felonies/Felony Weapon Violation</b>	<b>Lifetime</b>

The Executive Director will render a written decision on all appeals applications and forward the decision to each applicant. The Executive Director will maintain a copy of all decisions. The decision of the Executive Director is Final. If an appeals decision results in a reversal, the applicant's name will be removed from the Trespasser List.