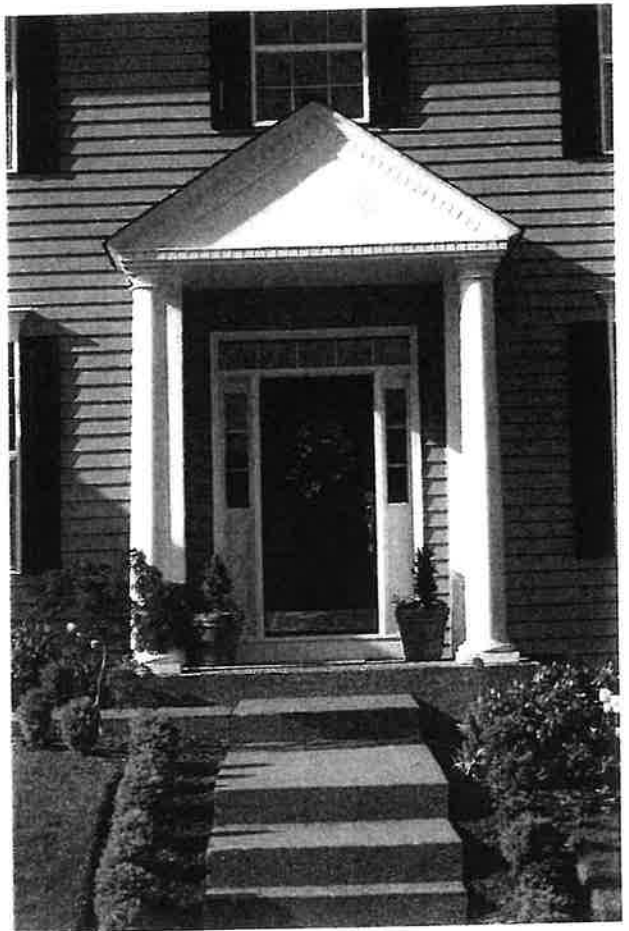


ADMISSION AND CONTINUED  
OCCUPANCY POLICIES



PREPARED FOR THE

HOUSING AUTHORITY  
OF

ROCKY MOUNT, NORTH CAROLINA

EFFECTIVE DATE: OCTOBER 14, 2019

RESOLUTION No. 27 (2019)

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## INTRODUCTION

The Rocky Mount Housing Authority (RMHA) was established pursuant to the United States Housing Act of 1937, as amended, to provide decent, safe, sanitary and affordable housing to low income families. In accordance with this objective, the development of standard policies and procedures are necessary in order to ensure equitable treatment for all applicants and residents, as well as, to ensure the efficient operation of public housing units managed by the RMHA. In recognition thereof the Rocky Mount Housing Authority has developed Policies on Admission and Continued Occupancy which implement federal and state regulations. Said policies are also based on recognition that the provision of decent, safe, sanitary and affordable housing is dependent upon social and economic factors as well as physical factors.

This Admission and Continued Occupancy Policy is intended to be consistent with the latest addition of the Code of Federal Regulations governing the Department of Housing and Urban Development, and all related HUD Transmittals and Notices, in the event of inconsistencies, the provisions of that code shall prevail.

The word RMHA when used herein is intended to refer to the Rocky Mount Housing Authority.

The programs administered by the Authority are:

**Federal:**

Family Low Income Public Housing

## AUTHORITY

### A1.0 AUTHORITY

Eligibility for admission to and occupancy of Low-Income Public Housing is governed by requirements of the Department of Housing and Urban Development, with some latitude for local policies and procedures. This Admissions and Continued Occupancy Policy (the Plan) incorporates these requirements and is binding upon applicants, residents, and the RMHA alike, the latter two through inclusion of the Plan into the Dwelling Lease by reference. Notwithstanding the above, changes in applicable Federal Law or regulations shall supersede this policy at any point in which they are in conflict.

### A1.1 OBJECTIVES

The Objectives of this policy are to:

- A. Promote the overall goal of safe, decent and sanitary housing in good neighborhoods by:
  - 1. Insuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility.
  - 2. Insuring the fiscal stability of the RMHA.
  - 3. Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the neighborhood or create a danger to RMHA employees;
- B. Facilitate the efficient management of the RMHA and compliance with Federal and State regulations by establishing the policy basis for management procedures, record keeping and auditing.
- C. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964 and all other applicable Federal and State laws and regulations to insure that admission to and occupancy of public housing neighborhoods is conducted without regard to race, color, religion creed, age, sex, disability, familial status or national origin.
- D. Prescribe standards and criteria for resident selection and annual re-examination of income and family composition.

Terminology - The term "He" or "She" used throughout this document is used in the generic sense to include male/female, singular/plural as appropriate. In addition, the term "the Plan" used throughout this document is used in the generic sense for Admission and Continued Occupancy Policies.

**A1.2 APPLICABILITY**

The provisions of the Plan are applicable to all RMHA administered developments and/or programs receiving financial assistance from either the Federal and or State Governments. Applicants and residents will be treated with courtesy and consideration in all verbal and written communications.

**A1.3 SOURCES OF STANDARDS**

The pertinent laws of the Federal, State and Municipal Governments.

The Contractual agreements pertaining to the various developments and/or programs between the RMHA, State and/or Federal agencies. The provision of Title 24, Sub-part B (Section 960.201 thru 960.207), Sub-part D (Section 960.401 thru 960.409) and Sub-part A (Section 966.1 thru 966.6) as set forth in the Code of Federal Regulations, Volume 40, Numbers 153, 154 and 188.

Policies established by the RMHA's Board of Commissioners by formal resolution.

Directives issued by the RMHA's administrative officers.

**A1.4 REVIEW OF PLAN**

Annually the Chief Executive Officer or his/her designee shall review the operations of this plan and make changes as appropriate.

**A1.5 METHODS OF ADMINISTRATION**

The administration of the Plan is to provide each applicant the greatest opportunity to exercise his/her rights under this plan; to avoid any discrimination in any manner or provisions of any service against any applicant because of race, creed, religion, color, national origin, age, sex, handicap, familial status or source of income; and to promote integrated developments and/or programs.

The RMHA will post, in a conspicuous place in the Administration office where applications are received, a notice that the facilities and services of the RMHA are provided on a non-discriminatory basis.

A copy of this ACOP will be available for viewing at RMHA's Administration office(s) to agencies, institutions, organizations and political subdivisions, which may refer applicants.

The RMHA will instruct its staff concerning its and their obligations under the Civil Rights and Non-Discrimination laws and regulations of the Federal and State governments by conducting training, distributing copies of pertinent documents, and ongoing supervisory review.

All applicants and residents will be treated with courtesy and consideration at all times in all verbal and written communications.

No applicant, resident or staff will be intimidated nor will any retaliatory action be taken, nor threats thereof made, by RMHA or its staff because of the applicant, resident or staff



participation in Civil Rights activities or for having asserted any of his/her rights under the Civil Rights Acts, DOH, HUD's regulations and requirements pursuant thereto.

#### **A1.6 TITLE VI COMPLIANCE**

With the RMHA's continuing efforts to provide voluntary compliance with Title VI, RMHA is adhering to the following general provisions regarding its Public Housing Programs:

With respect to any housing accommodations, facilities, services, financial aid or other benefits involved in its federally funded public housing programs, the RMHA, its officers, administrators, agents, employees, successors, all persons exercising governance over the RMHA, and all persons in active concert or participation with any of them, agree to refrain from any acts which, on the grounds of race, color, creed, age, sex, handicap, familial status or national origin such as to:

1. Deny a person such benefits;
2. Provide benefits to a person which are different from those provided to others;
3. Subject a person to segregation or separate treatment in any matter related to such benefits;
4. Provide a preference for such benefits to any person, except as provided by this Agreement;
5. Restrict a person's access, in any way, to such benefits or enjoyment of any advantage or privilege enjoyed by others in connection with such benefits;
6. Treat a person differently from others in determining whether he/she satisfies any occupancy, admission, enrollment, eligibility, membership or other requirement or condition which the person must meet;
7. Deny a person an opportunity to participate in the program or activity through the use of biased preference criteria, or otherwise afford the person a different opportunity to participate from that afforded others.

#### **A1.7 EQUAL OPPORTUNITY REQUIREMENTS**

The Rocky Mount Housing Authority hereby assures and certifies that it will comply with:

1. Title VI of the Civil Rights Act of 1964 (P.C. 88-352) and regulations pursuant thereto (Title 24CFR Part 1);
2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing;
3. Executive Order 11063 on Equal Opportunity in Housing and non-discrimination in the sale and rental of housing provided with Federal Financial Assistance;

4. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based upon handicap in programs receiving Federal Financial Assistance;
5. The Age Discrimination Act of 1975, which prohibits discrimination based upon age in programs receiving Federal Assistance; and
6. Title II of the Americans with Disabilities Act, to the extent that it applies.
7. RMHA will comply with all provisions of the Violence Against Women Act (VAWA) and shall not discriminate against any person who is protected by said Act. (*Refer to Appendix 'F'*)

**A1.8 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

The Rocky Mount Housing Authority will endeavor to have access to people who speak languages other than English in order to assist non-English speaking families. The following languages will be covered: *Spanish*

**A1.9 FAMILY OUTREACH**

The Rocky Mount Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, and by other suitable means.

To reach people who cannot or do not read the newspapers, the Rocky Mount Housing Authority will distribute fact sheets to community service personnel. The Rocky Mount Housing Authority will also try to utilize public service announcements.

The Rocky Mount Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

**A1.10 RIGHT TO PRIVACY**

All adult members of both applicant and resident households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or resident information will not be released unless there is a signed release of information request from the applicant or resident.

**A1.11 REQUIRED POSTINGS**

In each of its offices, the Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy (available for review upon request)

- B. Notice of the Status of the Waiting List (opened or closed)
- C. Current Schedule of Routine Maintenance Charges
- D. Dwelling Lease
- E. Grievance Procedure
- F. Fair Housing Poster
- G. Any Current Rocky Mount Housing Authority Notices
- H. Violence Against Women Act (VAWA)
- I. Smoke-Free Policy

#### **A1.12 TAKING APPLICATIONS**

Families wishing to apply for the Public Housing Program will be required to complete an online application for housing assistance. Applications will be accepted online at [www.rmha.housingmanager.com](http://www.rmha.housingmanager.com) or [www.rm-ha.org](http://www.rm-ha.org).

Date and Time that Applications will be taken will be posted in the Administration Office(s), on the website, and in the local newspaper.

Applications are taken to compile a waiting list. Due to the demand for housing in the Rocky Mount Housing Authority jurisdiction, the Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Housing Authority will verify the information. The completed application will be date and time stamped electronically upon completion and submission of the online application to the Rocky Mount Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Rocky Mount Housing Authority to make special arrangements.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

## DEFINITIONS

### B1.0 DEFINITIONS

#### *ADJUSTED INCOME*

Adjusted income means annual income of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

- (a) *Mandatory deductions.* In determining adjusted income, the responsible entity must deduct the following amounts from annual income:
    - (1) \$480 for each dependent;
    - (2) \$400 for any elderly family or disabled family;
    - (3) The sum of the following, to the extent the sum exceeds three percent of annual income:
      - (i) Unreimbursed medical expenses of any elderly family or disabled family;

And

    - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
  - (4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.
- (b) *Permissive deductions—for public housing only.* For public housing only, a PHA may adopt additional deductions from annual income.

#### *ANNUAL CONTRIBUTIONS CONTRACT (ACC):*

A written agreement between HUD and the HA wherein the federal government guarantees permanent financing of public housing projects as well as makes up the difference between project revenues and debt service on bonded indebtedness through an annual contribution or subsidy paid to the Housing Authority. The HA guarantees that it will maintain the low rents in the projects.

## ANNUAL INCOME

Annual Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12 month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring, sporadic, and exclusive of certain other types of income specified in this policy.

Annual Income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in 2 above of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is a reimbursement of cash assets invested by the Family. Where the family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;
4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including the lump-sum payment for the delayed start of a periodic payment except from SSI and Social Security pay, per Notice PIH 93-11;
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see "lump sum additions" in this policy);
6. Welfare assistance;

7. Scholarship payments specifically designated for room and board or a computed amount remaining after the expenses of books, tuition or travel;
8. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and/or
9. All regular pay, special pay and allowances of a member of the Armed Forces <sup>1</sup>.

*Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

**Annual Income does not include:**

- A. Temporary, non-recurring or sporadic income (including gifts);
- B. Amounts that are specifically for or in reimbursement of the cost of medical expenses;
- 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, one-time lottery winnings, lump-sum payments of deferred periodic payments from SSI and Social Security and settlement for personal or property losses (but see "payments in lieu of earnings" in this policy);
- D. Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income;
- E. The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;
- F. Certain amounts received that are related to participation in the following programs:

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<sup>1</sup> (whether or not living in the dwelling, Annual Income does not include the special pay to a family member in the Armed Forces away from home and exposed to hostile fire)

- i. Amounts received under training programs funded by HUD;
  - ii. Amounts received by a disabled person that are disregarded for a limited time for purposes for Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); or
  - iii. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program;
  - iv. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; and
  - v. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members 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 a limited period as determined in advance by the PHA;
- G. Monies received for performing census data collection;
  - H. Income from employment of children (including foster children) under the age of 18 years;
  - I. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
  - J. Income of a Live-in Aide, as defined in 24 CFR 913.102;
  - K. Adoption assistance payments in excess of \$480 per adopted child;

- L. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
- i. State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering Temporary Assistance for Needy Families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance - provided that the total amount over a six-month period is at least \$500.
  - ii. During the 12 month period beginning when the member first qualifies for a disallowance, the PHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
  - iii. Regardless of how long it takes a resident to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
  - iv. The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
- M. The following updated list of federally mandated exclusions supersedes that notice published on August 3, 1993. The following list of program benefits is the comprehensive list of benefits that currently qualify for the income exclusion stated in 24 CFR 5.609(c)(17) per the Federal Register publication on April 20, 2001:
- i. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. - 2017(b));
  - ii. Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
  - iii. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
  - iv. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);



- v. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- vi. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- vii. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat 2503-04);
- viii. The first \$2000 of per capita shares received from Judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- ix. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- x. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- xi. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*. M.D.L. No. 381 (E.D.N.Y.);
- xii. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- xiii. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- xiv. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- xv. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- xvi. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- xvii. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);

- xviii. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- xix. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
- xx. Earned Income in excess of \$480 for each full-time student 18 years or older (excluding the head of the household and spouse);
- xxi. Full amount of student financial assistance.

#### *ADULT*

An adult is: 18 years of age or older, 18 years of age and married (not common law), or a person that has been relieved of the disability of non-age by juvenile court.

**NOTE:** *Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.*

#### *APPLIANCES*

Appliances are stoves and refrigerators.

#### *ASSETS*

The value of equity in real property, savings, stocks, bonds, checking and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is not to be considered as an asset.

#### *BOARD OF COMMISSIONERS*

Locally appointed citizens who serve as Commissioners and policy makers of a local public housing agency for a specified term, and usually without financial compensation.

#### *CARE ATTENDANT*

A person necessarily residing with a family by reason of employment by or for such family as determined by the HA to be essential for the care and well-being of a family member. The care attendant is not considered a family member for the purpose of determining family income and establishing rent nor is the care attendant obligated for the support of the person or family. However; the necessity of such an arrangement must be evidenced by a doctor's certificate, or by welfare or other responsible sources. Under no circumstances may such an arrangement be continued longer than necessary or permitted only for the convenience of the resident or such employee. This provision is applicable for admission and continued occupancy and is not restricted to elderly families.

#### *BREAK-INS*

Bona fide attempt at burglary which are reported to the police department and are subject to verification by written police reports furnished by the resident(s)

#### *CHILD*

A member of the family, other than the family head or spouse, who is under 18 years of age.

#### *CHILD CARE EXPENSES*

Amounts anticipated to be paid by the family for the care of children under **13 years of age** during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The RMHA will not normally determine child care expenses necessary when the household contains an additional unemployed adult who is physically capable of caring for children.

#### *CHILD CUSTODY*

An applicant or resident who does not have full custody of a child or children may only claim a child as a dependent in accordance with the following:

- (A) The applicant or resident must have primary custody of the child.
- (B) The applicant or resident must provide sufficient evidence that if the applicant was admitted to public housing the child would reside with the applicant or resident. 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.

*DEDUCTIONS*

Amounts subtracted from annual income that each family is eligible for, as established by HUD. (See Adjusted Income)

*DEPENDENT*

A member of the family household (excluding foster children and foster adults) other than the family head or spouse, or who is under 18 years of age or is a Person with Disabilities or Handicapped Person, or is a Full-Time Student. An unborn child shall not be considered a dependent.

*DISABILITY ASSISTANCE EXPENSES*

Reasonable expenses that are anticipated, during the period for which Annual 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 that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

*DISABLED PERSON*

(See Person with disabilities)

*DISPLACED PERSON*

A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal Disaster Relief laws.

*DISPLACED FAMILY*

A family which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal Disaster Relief laws.

## *EIV SYSTEM*

The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). This system is available to all PHAs nationwide. Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058.

All PHAs are required to review the EIV Income Report of each family before or during mandatory annual and interim reexaminations of family income and/or composition to reduce tenant under reporting of income and improper subsidy payments. EIV is classified as an UIV technique (or automated written third party verification), which helps to identify income sources and/or amounts that the tenant may not have disclosed. This UIV technique in many instances will reduce the need to mail or fax third party verification request forms to an income source. EIV also provides various reports to assist PHAs with the following:

- a. Identifying tenants whose reported personal identifiers do not match the SSA database;
- b. Identifying tenants who need to disclose a SSN;
- c. Identifying tenants whose alternate identification number (Alt ID) needs to be replaced with a SSN;
- d. Identifying tenants who may not have reported complete and accurate income information;
- e. Identifying tenants who have started a new job;
- f. Identifying tenants who may be receiving duplicate rental assistance;
- g. Identifying tenants who are deceased and possibly continuing to receive rental assistance;
- h. Identifying former tenants of PIH rental assistance programs who voluntarily or involuntarily left the program and have a reportable adverse status and/or owe money to a PHA or Section 8 landlord.

## *ELDERLY FAMILY*

A family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two (2) or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.

*ELDERLY PERSON*

A person who is at least 62 years of age.

*ELDERLY UNIT*

A housing unit designed for occupancy by elderly families as distinguished from a family unit.

*ELIGIBLE FAMILY*

A family meeting the definition of "Family" defined herein; who is within the applicable income limits for admission; and who meets the other required admission criteria outlined under "Eligibility for Admission."

*EMANCIPATED MINOR*

Any juvenile who is 16 years of age or older and who has resided in the same county in the State for six (6) months preceding the filing of the petition may petition the court in that county for a judicial decree of emancipation. A married juvenile is also emancipated by the same Article (1997, c.815,s.1.).

*ENTERPRISE INCOME VERIFICATION (EIV)*

Formally known as Upfront Income Verification (UIV). The system electronically utilizes independent sources, such as those maintained by the Social Security Administration, State Wage Information Collection Agencies, and private vendors, to confirm income figures provided at application and re-certification.

HUD Regulation: 24 CFR 5.233. Effective January 31, 2010, all PHAs are required to use the EIV system in its entirety. This means that PHAs must use all features of the EIV system to:

- a. Verify tenant employment and income information during mandatory reexaminations of family composition and income in accordance with 24 CFR §5.236, and HUD administrative guidance; and
- b. Reduce administrative and subsidy payment errors in accordance with HUD administrative guidance.

*EVICTION*

The dispossession of the resident from the leased unit as a result of the termination of the lease prior to the end of the term, for serious or repeated violations of material terms of the lease or to fulfill the resident's obligations set forth in HUD regulations, Federal, State, or Local Law or for other good cause.

#### *EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS*

The documents which must be submitted to evidence citizenship or eligible immigration status.

#### *EXTREMELY LOW-INCOME FAMILY*

Very low- income families whose income does not exceed 30% of median income for the area as determined by HUD.

#### *FAMILIAL FAMILY*

One or more individuals (who have not attained the age of 18 years) being domiciled with (having a permanent residence);

- A. A parent or another person having legal custody of such individual or individuals; or
- B. The designee of such parent or other person having custody, with the written permission of such parent or other person; and includes any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

#### *FAMILY*

The term “*family*” includes, but is not limited to the following, **regardless of actual or perceived sexual orientation, gender identity, or marital status:**

**Sexual orientation** means homosexuality, heterosexuality, or bisexuality.

**Gender Identity** means actual or perceived gender-related characteristics.

- A. A single person who is not elderly, displaced person, a person with disabilities, near-elderly person, the remaining member of a resident family;
- B. A group of persons residing together and such groups includes, but is not limited to:
- C. A family with or without children (the temporary absence of a child from the home in foster care shall not be considered in determining family composition and family size); who live regularly together as a single household in the dwelling unit. By definition, a family must contain a competent adult of at least 18 years of age or 18 years of age and married (not common law) to enter into a contract and capable of functioning as the head of household.
- D. An elderly family;

- E. A near-elderly family;
- F. A disabled family;
- G. A displaced family; and
- H. The remaining member of a tenant family.

*Note: Housing assistance limitation for single persons. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a Resident family may not be provided (for Resident-based assistance) housing assistance for which the family unit size exceeds the one bedroom level (ref. 982.207 Housing assistance limitation for single persons, published in the Federal Register on 2/13/96).*

*The rule does not prohibit a single person from residing in a larger unit (2 or more bedrooms) with the amount of subsidy for a zero or one-bedroom family unit size*

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

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

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

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

*FLAT RENT (SEE MARKET VALUE FLAT RENT)*

*FOSTER CHILD CARE PAYMENT*

Payment to eligible households by state, local or private agencies appointed by the State, to administer payments for the care of foster children.

*FULL-TIME STUDENT*

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution offering a college degree, vocational education degree or certificate program. Verification to be supplied by the attended educational institution.



#### *GRIEVANCE PROCEDURE*

A procedure used by the resident to seek a hearing by a Hearing Officer or panel concerning the HA's action or failure to act involving the resident's rights, duties, welfare or status under the Lease.

#### *GUEST*

A person in the leased unit with the consent of a household member.

#### *HANDICAPPED ASSISTANCE EXPENSE*

Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family or reimbursed by an outside source.

#### *HANDICAPPED PERSON (SEE PERSON WITH DISABILITIES)*

#### *HAZARDOUS DUTY PAY*

Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

#### *HEAD OF HOUSEHOLD*

Head of Household means the adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations.

#### *HOMELESS FAMILY*

Any individual or family who:

1. Lacks a fixed, regular, and adequate nighttime residence; and
2. Has primary nighttime residence that is:
  - A. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
  - B. An institution that provides a temporary residence for individuals intended to be institutionalized; or
  - C. A public or private place not designed for or ordinarily used as, a regular sleeping accommodation for human beings.

#### *HOUSING AGENCY*

(HA) Formerly Public Housing Agency. Any State, county, municipality, or other governmental entity or public body authorized under state enabling legislation to engage in the development or administration of low-rent public housing or slum clearance.

#### *HUD*

The Department of Housing and Urban Development.

#### *INCOME FOR ELIGIBILITY*

“Income for Eligibility” for purposes of determining eligibility for statistical reporting, means “Annual Income.”

1. Developments available for occupancy before 10/01/81 - Income for eligibility shall not exceed the “Lower Income” limits.
2. Developments available for occupancy on or after 10/01/81 - Income for eligibility shall not exceed the “Very Low Income” limits.

#### *INCOME FOR RENT*

For the purpose of determining rents and for statistical reporting means adjusted income: except that Annual Income is to be used in determining the 10 percent minimum rent.

#### *IMPUTED INCOME*

HUD approved passbook rate times total cash value of assets; calculated when assets exceed \$5,000.00.

#### *INCOME LIMITS*

Income Limits established by HUD for admission to low-income housing by eligible families, and adopted by the HA.

#### *INFANT*

A child under the age of two (2) years.

#### *INITIAL OCCUPANCY*

The date on which a resident first assumes possession of or occupies an individual dwelling unit.

## *INS*

The United States Immigration and Naturalization Service.

## *INTERIM REDETERMINATION OF RENT*

Changes of rent between admission and reexamination and the next succeeding reexamination.

## *INCOME VALIDATION TOOL (IVT)*

IVT is part of the Enterprise Income Verification (EIV) System used by PHAs to provide projections of discrepant income for wages, unemployment compensation, and Social Security Administration (SSA) benefits; pursuant to HUD's data sharing agreements with the Department of Health and Human Services (HHS) using the National Directory of New Hires (NDNH) database, and the SSA.

## *LEASE*

A written agreement between the HA and an eligible Family for the leasing of a dwelling unit.

## *LESSEE*

Any person who leases premises from another, and any person residing on the premises with the lessee's permission.

## *LIVE-IN AIDE*

A person who resides with an Elderly, Disabled, or Handicapped person or persons and who:

1. Is determined by the RMHA to be essential to the care and well-being of the person(s);
2. Is not obligated for support of the person(s); and
3. Would not be living in the unit except to provide supportive services.

## *LOW INCOME FAMILY*

A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs of unusually high or low family incomes.

## *MARKET VALUE FLAT RENTS*

The 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 RMHA could promptly lease the public housing unit after preparation for occupancy.

#### *MEDICAL EXPENSES*

Medical expenses, including medical insurance premiums that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. Medical expenses, in excess of 3% of Annual Income, are deductible from annual income for elderly families and handicapped assistance expense as outlined.

#### *MILITARY SERVICE*

Military service means 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 RMHA has established a minimum rent for residents of \$50.00.

#### *MINOR*

A "minor" is a person less than eighteen years of age. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.)

#### *MIXED FAMILY*

A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

#### *MONTHLY ADJUSTED INCOME*

One-twelfth of Adjusted Income.

#### *MONTHLY INCOME*

One-twelfth of Annual Income. For purposes of determining priorities based on an applicant's rent as a percentage of monthly income.

#### *NATIONAL*

A person who owes permanent allegiance to the United States, example; as a result of birth in a United States territory or possession.

#### *NEAR ELDERLY FAMILY*

A family whose head (including co-head), spouse, or sole member is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62.

#### *NEIGHBORHOOD OR COMMUNITY*

Any lower income Public Housing site as established in a development program, except that when sites are adjacent or within a block of each other, such sites collectively shall be considered one location.

#### *NET FAMILY ASSETS*

Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investments, excluding interests in Indian trust land and excluding equity accounts in HUD ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered as an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, the RMHA shall include the value of any assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident received important consideration not measurable in dollar terms.

#### *NONCITIZEN*

A person who is neither a citizen nor national of the United States.

#### *PERSON WITH DISABILITIES*

1. Means a person who
  - a. Has a disability as defined in 42 U.S.C. 423;
  - b. Is determined, pursuant to HUD regulations, to have a physical, mental or emotional impairment that:
    - i. Is expected to be long-continued and of indefinite duration;
    - ii. Substantially impedes his or her ability to live independently, and
    - iii. Is of such a nature that such ability to live independently could be improved by more suitable housing conditions; or

- c. Has a developmental disability as defined in 42 U.S.C. 6001.
2. Does not exclude persons having the disease of acquired immuno-deficiency syndrome or any conditions arising from the etiologic agent for acquired immuno-deficiency syndrome;
3. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and;
4. Means "individual with handicaps", as defined in §8.3 of this title in the Federal Register/Vol 65, No. 61/Wednesday, March 29, 2000/Rules and Regulations, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

#### *PUBLIC HOUSING AGENCY (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 or operation of housing for lower income families.

#### *PREMISES*

Land, tenements, condominium or cooperative units, air rights and all other types of real property leased under the terms of a rental agreement, including any facilities and appurtenances, to such premises, and any grounds, areas and facilities held out for the use of tenants generally or the use of which is promised to the tenant. "Premises" include structures, fixed or mobile, temporary or permanent, vessels, mobile trailer homes and vehicles which are used or intended for use primarily as a dwelling or as a place for commercial or industrial operations or storage.

#### *PRE-OCCUPANCY CONFERENCE*

The meeting, interview, or orientation between a new resident family and the RMHA before move-in, during which the Lease and conditions of occupancy are reviewed with the resident family.

#### *RANKING APPLICANT FAMILY*

Is that eligible family within any particular rent range with the highest priority as defined in this policy, or priority being equal, the earliest date and time of application.

#### *RANKING RENTABLE UNIT*

The "ranking rentable unit" is that rentable dwelling unit which is located in the neighborhood having the greatest number of the same bedroom size and type of rentable vacant units.

A "rentable unit" is a vacant unit which has been prepared for occupancy which is not encumbered by an offer which has been made but not yet been accepted or rejected.

#### *REEXAMINATION/RECERTIFICATION*

Process of securing documentation to reverify family's income and other eligibility requirements every 12 months as required.

#### *REEXAMINATION EFFECTIVE DATE*

The date on which rents become effective or after reexamination each year.

#### *REMAINING FAMILY MEMBER*

The person(s) of legal age remaining in the unit after the head of household or spouse has left the premises, other than by eviction, who may or may not normally qualify for assistance on their own. The remaining family member must have occupied the unit for one year before becoming eligible as household head as a remaining family member.

#### *RENT*

For purposes of determining whether an applicant is entitled to a priority for public housing admission based on current rent as a percentage of monthly income, rent is defined as the actual amount due, calculated on a monthly basis, under a lease or rental agreement between a family and the family's current landlord, plus any monthly payments that a family makes toward resident purchased utilities (except telephone). In calculating a family's payments toward utilities, the RMHA will use its reasonable estimate of resident-purchased utilities and other housing services that are normally included in rent; or if the family chooses, the family's average monthly utility costs, based on the family's utility bills furnished by the family, for the most recent 12-month period, or, where bills are not obtainable for the entire period, for an appropriate recent period.

For the purposes of calculating rent under this paragraph, amounts paid to or on behalf of a family under any energy assistance program must be subtracted from the otherwise applicable rental amount to the extent that they are not included in the family's income.

#### *RESIDENT RENT*

The amount payable monthly by the Family as rent to the Authority. Where all utilities (except telephone and cable) and other essential housing services are supplied by the RMHA, Resident Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the RMHA and the cost thereof is not included in the amount paid as rent, Resident Rent equals Total Payment less the Utility Allowance. (Resident Rent is a term established and defined by 24 CFR [Part 913] and as such, is occasionally awkward in ordinary usage. For this reason, the term "Resident Rent" is used interchangeably with "rent" as defined elsewhere in the Plan to refer to the net monthly payment by the family to the RMHA. The only exception is the term "rent" as defined in this policy in reference to admission priorities based on an applicant's rent as a percentage of monthly income).

*SECURITY DEPOSIT*

Amount deposited by resident with the HA to cover the cost of any resident-caused damages or unpaid rent upon termination of the Lease.

*SERVICEMAN*

Any person who is serving in the active military or naval services of the United States

*SINGLE PERSON*

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

*SPOUSE*

Spouse means the husband or wife of the head of household.

*STANDARD PERMANENT REPLACEMENT HOUSING*

For purposes of determining if a family is entitled to a priority for admission based on involuntary displacement, Standard Permanent Replacement Housing, is housing that is decent, safe and sanitary, is adequate for the family size, and the family is occupying pursuant to a lease or occupancy agreement, but does not include transient facilities such as motels, hotels or temporary shelters for victims of domestic violence or homeless families, and in the case of domestic violence referred to in the Section above, does not include the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence live.

*TEMPORARILY ABSENT FAMILY MEMBER*

A family member on the Lease that is absent from the household for a period of more than thirty (30) days.

*TENANT GRIEVANCE*

A dispute that a resident may have with the HA for action or failure to act in accordance with the resident's Lease which adversely affects the resident's rights, duties, welfare, or status.



### *TENANT RENT (SEE RESIDENT RENT)*

The amount payable monthly by the resident as rent to the HA. Where all utilities (gas, water and electricity), except telephone and cable service, are supplied by the HA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone and cable service) are not supplied by the HA and the cost thereof is not included in the amount paid as rent to the HA, Tenant Rent equals Total Tenant Payment less the Utility Allowance. NOTE: The monthly rent payable by the resident must be paid in full. No partial payments will be accepted.

### *TOTAL TENANT PAYMENT (TTP)*

Total Tenant Payment for families whose initial lease are effective on or after August 1, 1982, shall be the higher of the following, rounded to the nearest dollar:

**30 % of adjusted monthly income; or**

**10 % of monthly income; but never less than the**

**Minimum Rent; and never more than the**

**Flat rent, if chosen by the family**

Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment. In developments where the PHA pays all utility bills directly to the utility supplier, Tenant rent equals Total Tenant Payment.

Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges, such as maintenance charges, late charges, etc.

### *UPFRONT INCOME VERIFICATION (UIV)*

See Enterprise Income Verification (EIV).

### *UTILITY*

The provision of general electricity, gas, heating fuel, cooking fuel, water, sewage services and trash collection.

### *UTILITY ALLOWANCE*

The cost of utilities (except telephone and cable) for an assisted unit which are not provided by the landlord but are the responsibility of the family occupying the unit is called a utility allowance. This utility allowance is based upon building type and is determined by number of bedrooms and is equal to the estimate made by the RMHA or HUD, of the monthly cost of a reasonable consumption of such utilities for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

#### *UTILITY REIMBURSEMENT*

The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

#### *VACANCY LOSS*

Income not received by the HA due to units being vacant.

#### *VERY LOW-INCOME FAMILY*

A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family income.

#### *VETERAN*

Any person who has served in the active military or naval services of the United States and shall have been discharged or released there from under conditions other than dishonorable.

#### *VIOLENCE AGAINST WOMEN ACT (VAWA)*

A Public Housing Agency (PHA), owner or landlord may not deny admission to an applicant (male or female) who has been a victim of domestic violence, dating violence, sexual assault, or stalking if the applicant otherwise qualifies for assistance or admission.

#### *WAGE EARNER*

A person in a gainful activity who receives any wages covering all types of employee compensation including salaries, vacation allowances, tips, bonuses commissions and unemployment compensation. The term "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.

#### *WRITTEN SYSTEM OF PREFERENCES FOR SELECTION*

Preferences given applicants seeking housing assistance who are involuntarily displaced, living in substandard housing, or paying more than 50% of family income for rent.

## WORK ORDER

A form used to request maintenance work or used following the discovery of the need for any repair work.

## ADMISSION PROCESS

### C1.0 APPLICATION TAKING

The RMHA maintains a waiting list for applicants interested in the various public housing programs. All admissions to public housing shall be made on the basis of a pre-application in such form as the RMHA shall prescribe. The Application for Admission shall constitute the basic record of each family applying for admission. All supplemental materials pertaining to eligibility shall also be considered a part of the application record and carefully recorded. This includes verification of income and family composition and such other data as may be required. The RMHA does not provide emergency housing and cannot modify the order of assignments otherwise prescribed because of emergency considerations.

The following conditions shall govern the taking and processing of applications:

The RMHA will not, on account of race, color, creed, religion, familial status, age, disability, sex or national origin, deny or hinder any applicant family the opportunity to submit an application or lease a dwelling unit suitable to its needs.

The RMHA reserves the right to suspend taking applications for its waiting lists when the current supply of applicants exceeds the number of families which could be reasonably expected to be housed within the next twelve (12) months.

1. All pre-applications must be made by a responsible adult member of the applicant family, who will reside in the household. He/She shall sign the pre-application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The RMHA reserves the right to require the signature of any or all adult members of the applicant household.
2. The RMHA will take applications online at [www.rmha.housingmanger.com](http://www.rmha.housingmanger.com) or [www.rmha.org](http://www.rmha.org).
3. The RMHA reserves the right to establish times for taking applications, including by appointment. The RMHA staff may at its discretion provide for application interviews outside of normal hours when necessary for hardship reasons.
4. Insofar as possible, application interviews shall be conducted in private.

5. In addition to income, family composition and information unique to each applicant, each application shall be time and date stamped electronically upon completion and submission of the online application. The determination of an applicant's position will be based upon the date/time of receipt. All information regarding application and eligibility will be filed and as such, considered part of their permanent record. When the family is eligible, the application shall also record the correct unit size and type; the priority rating; the date, unit location and reason for rejection for any offer refused by the applicant.
6. Applications shall be updated as applicants report changes in income and family circumstances. All such communications from the applicant must be in writing and signed by the applicant. All modifications to applications shall be properly documented on hard copy and to the computer systems and the transaction initialed by the staff member making the change.
7. Annually, the RMHA shall purge the application pool of applications no longer actively seeking housing. Normally, this shall be performed by removing applicants from the waiting list who fail to respond to a "still interested" notice mailed to the last known address on the application. It shall be the sole responsibility of the applicant to inform the RMHA in writing of changes in address or other family circumstances which might affect the status of the application.
8. The RMHA shall maintain such records as are necessary to document the disposition of all applications to meet Department of Housing and Urban Development audit requirements as well as the regulations of North Carolina State agencies.
9. Applicants will have fifteen (15) days to provide all necessary information as requested to document their application for eligibility. Failure to provide this information at the end of this period will result in the withdrawal of their application by the RMHA.

## **C2.0 ADMISSIONS - ELIGIBILITY CRITERIA**

1. All families who are admitted to Public Housing must be individually determined eligible under the terms of the policy. In order to be determined eligible, an applicant must meet **ALL** of the following requirements:
  - A. The applicant family must qualify as a family as defined in B1.0.
  - B. The applicant family's Annual Income as defined (HUD Secretary's definition) must not exceed income limits established by the Department of Housing and Urban Development for Public Housing in the County of this PHA's jurisdiction.
  - C. The applicant family must conform to the Occupancy Standards contained in policy C5.0 regarding unit size and type.
  - D. The applicant family must have a satisfactory record in meeting past financial obligations, especially in payment of rent.

- E. The applicant family must have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, alcohol abuse, substance abuse, sexual deviation, includes a family member who is subject to a lifetime registration requirement under a state sex offender registration program or any other history which may be reasonably expected to adversely affect:
- (1) The health, safety, or welfare of other residents;
  - (2) The peaceful enjoyment of the neighborhood by other residents; and/or
  - (3) The physical environment and fiscal stability of the neighborhood.
- F. The applicant family must not have a record of grossly unsanitary or hazardous housekeeping per a check with current and/or previous landlord. This includes the creation of a fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In a case where a qualified agency is working with the applicant family to improve its housekeeping and the agency reports the applicant family shows potential for improvement, decision as to eligibility shall be reached after referral to and recommendation by the Chief Executive Officer or his/her designee. This category does not include applicant families whose housekeeping is found to be superficially unclean or lacks orderliness, where such condition does not create a problem for the neighbors.
- G. The applicant family must have no history of criminal activity which, if continued, could adversely affect the health, safety or welfare of other residents.
- H. The applicant family must be able to demonstrate capacity to discharge all lease obligations. This determination shall be made on a case by case basis and shall not be used to exclude a particular group by age, handicap, etc. in determining the applicant family's capacity to discharge all lease obligations. The RMHA must consider the family's ability to secure outside assistance in meeting those obligations.
- I. The RMHA shall not deny admission to any applicant on the basis that the applicant is or has been a victim of domestic violence, or stalking if the applicant otherwise qualifies for admission.
- J. HUD regulations prohibit assistance to ineligible family members. A mixed family is a family that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. RMHA will prorate the assistance provided to a mixed family. RMHA will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that actually are eligible.

RMHA will grant a temporary deferral of termination of assistance if the family provides documentation of eligible immigrant status and RMHA is waiting for US Customs and Immigration Service verification, or if the family is currently participating in the hearing process in reference to their ineligible noncitizen status.

The total deferral period should not exceed 18 months. The initial deferral is granted for a period of 6 months, and renewed for 6 month periods thereafter.

- K. If a prior resident of public housing or other housing programs administered by the RMHA, the applicant family must have a satisfactory record in meeting financial and other lease obligations. A former resident who owes a move out balance to the RMHA will not be considered for re-admission until the account is paid in full and reasonable assurance is obtained of the applicant's ability to meet his or her rent obligations. In addition, persons evicted from public housing, Indian housing, Section 23, or any Section 8 Housing Choice Voucher program because of drug-related criminal activity, are ineligible for admission to public housing for a three (3) year period beginning on the date of such eviction.
- L. The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, neighborhood assignment, etc., will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility criteria at that time.
  - 1. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented in accordance with section C3.0 and placed in the applicant's file. Such documentation may include reports of interviews, letters or written summaries of telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a summary of the information received.
  - 2. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct or to factors which might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
    - a. Evidence of rehabilitation;

- b. Evidence of the applicant family's participation or willingness to participate in social services or other appropriate counseling service programs and the availability of such programs;
- c. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality;
- d. In the case of applicants whose capacity for independent living and discharges of lease obligations is in question, the resources actually available in support of the family, such as visiting nurses, homemakers or live-in caretakers.

M. Applicants may be denied admission to Public Housing. RMHA will offer informal hearings only to applicants for the purpose of disputing denials of admission. Unqualified applicants will be promptly notified with a letter of rejection from RMHA stating the basis for such determination (*Refer to Appendix 'K'*). As a general rule applicants may be denied admission for the following time frames which shall begin on the date of application, unless otherwise provided for herein below:

1. Denied admission for one (1) year for the following:

*Past rental record      Bad rent paying habits*

*Damages                      Disturbances*

*Unauthorized Guest      Bad housekeeping habits, in and outside the unit, etc.*

2. Denied admission for three (3) years for the following:

Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction.

The RMHA can waive this requirement if: the person demonstrates to the RMHA's satisfaction successful completion of a rehabilitation program approved by the RMHA, or the circumstances leading to the eviction no longer exist.

Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.

3. Denied admission for five (5) years for the following:

- a. Fraud (giving false information on the application is considered fraud).

- b. A record of conviction that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin

on the date of the last reported act, completion of sentence and/or probation period.

- c. Drug use without evidence of rehabilitation.
4. Denied admission for ten (10) years for Conviction for Drug Trafficking.
5. Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
6. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of the public housing project. A premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

However the RMHA will permanently prohibit admission of any person convicted for the manufacture or production of methamphetamine on the premises of **any** federally assisted housing program.

### **C3.0 VERIFICATION OF INCOME AND CIRCUMSTANCES**

RMHA utilizes the Enterprise Income Verification (EIV) system (formally UIV) to validate income information reported by participants. The EIV system electronically utilizes independent sources, such as those maintained by the Social Security Administration, State Wage Information Collection Agencies, and private vendors, to confirm income figures provided at application and re-certification. Knowingly underreporting income may result in the assessment of back charges, termination of assistance, and/or prosecution through the District Attorney's office.

No applicant family shall be admitted to public housing without thorough verification of income, family composition and all other factors pertaining to the applicant's eligibility, rent, unit size and type, priority rating, etc. The same types of verifications are required to process any interim or regular re-examination for public housing residents. Complete and accurate verification documentation shall be maintained for each applicant and resident. Such documentation may include, but is not limited to, the following:

1. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deduction, together with other eligibility and preference determinations.
2. Verification forms supplied by the Authority and returned properly completed by employers, public welfare agencies, etc.
3. Originals, photocopies, or carbon copies of documents in the applicant's possession which substantiates his/her statements, or a brief summary of pertinent contents of such documents signed and dated by the staff member who viewed them.



4. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, etc., sworn to before a Notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income).
5. Memoranda of verification data obtained by personal interview, home visit, telephone, or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of information received.
6. Certified birth certificates, or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household.
8. Verification of evidence of citizenship and/or eligible immigration status or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.
9. Applicants and participants (including each member of the household and including, live in aides, foster children, and foster adults) are required to disclose his/her SSA-assigned Social Security Number (SSN).

An applicant family may become a program participant, even if the family lacks documentation necessary to verify Social Security Number (SSN) of a family member under the age of years old at admissions, if the child was added within the six (6) months prior to admissions. The family may become a participant as long as documentation is provided within 90 calendar days of the admission date.

An extension of one additional 90-day period must be granted if RMHA determines that in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside of control of the applicant. If the applicant fails to produce documentation within the required time period, the family must be terminated.

10. Proof of disability, or of physical impairment, if necessary to determine the applicant's eligibility as a family or entitlement consideration under the criteria established in these policies, provided in written form by the appropriate government agency.
11. Statements from landlords, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, or police departments, where warranted in individual cases.
12. Receipts for utility services.
13. In addition to such other verification as the RMHA may require, verification that an applicant is living in substandard housing shall consist of a written statement or notice

from a unit or agency of government or from an applicant's present landlord that the applicant's unit has one or more of the deficiencies listed in, or the unit's condition is as described in, the definition of Substandard Housing.

In the case of a homeless family, verification consists of certification, in a form prescribed by the Secretary of the Department of Housing and Urban Development or as developed by the RMHA, of this status from a public or private facility that provides shelter for such individuals, or from the local police department or social services agency.

14. The RMHA shall require the family head, head of household, members 18 years or older, or legally appointed designee to execute a HUD-approved release and consent authorizing any depository or private source of income, or any Federal, State, or local agency to furnish or release to the RMHA and to HUD such information as the RMHA or HUD determines to be necessary.

Because eligibility for Federal housing assistance is not based on a "declaration system" but upon verification of actual income and family circumstances, the RMHA is not limited to verification of data supplied by applicants or residents. Failure of an applicant to cooperate with the RMHA in obtaining verifications will result in the application being declared incomplete and inactive. A resident who fails to cooperate or to release information may be evicted. In addition, interim rent reductions will not be made for residents until after receipt of all required verifications. In consideration of the privacy rights of residents and applicants, the RMHA shall restrict its requests to those matters of income, family composition and other family circumstances which are related to eligibility, rent, unit size and type, admission priority rating, or other lawful determinations made by the RMHA. If the verified data as listed in this policy are not more than one hundred and twenty (120) days old at the time an applicant is selected for admission, the data will be considered as reflecting the applicant's family's status at the time of admission. *(Refer to Appendix 'A' for complete discussion of the verification process).*

#### **C4.0 DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

As soon as possible after receipt of an application, the RMHA will determine the applicant family's eligibility for public housing in accordance with the provisions of C2.0 and send a letter signifying the status of the applicant. In the event an applicant family is determined to be eligible, it shall be informed of the time estimated before an offer of a dwelling unit will be made. If this period is estimated to be longer than one year, the applicant family shall be informed of this fact in addition to its place on the current waiting list. In the event an applicant family is determined to be ineligible, it shall also be informed in writing of the basis for this determination. An applicant family does not have the right to use the Resident Grievance Procedure, but will be given, upon request, the opportunity for an Informal Hearing to present such facts as it wishes. In circumstances when waiting lists are very long, thorough investigation of each application may not be practical until such application approaches selection. In such cases, apparently eligible applicant families will be notified of its eligibility determination is tentative in nature, being largely based on declarations made by the applicant family, and is subject to further reviews prior to admission. In all cases, the RMHA reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that the prior determination was inappropriate.

#### **C4.1 NOTIFICATION PROCEDURE**

Upon completion of the application, a prompt decision of initial eligibility or ineligibility will be made, and the appropriate notification mailed to the applicant.

##### *ELIGIBLE APPLICANTS*

All applicants will be notified in writing of initial eligibility and the basis of that determination. The notification will include client number, application status, program and unit size.

A redetermination of eligibility and suitability will be undertaken prior to the offer of a dwelling unit.

##### *INELIGIBLE APPLICANTS*

All applicants will be notified in writing of initial ineligibility and the basis of that determination. The notification will include client number, application status, and reason for ineligibility.

Any applicant notified of his/her initial ineligibility will be afforded the right to resubmit information that may result in the applicant being redetermined initially eligible.

## **C5.0 MINIMUM HEATING STANDARDS**

Every dwelling unit shall have heating facilities which are properly installed, are maintained in safe and good working conditions, and are capable of safely and adequately heating one (1) habitable room, excluding the kitchen in every dwelling regulated herein to a temperature of at least sixty-eight (68) degrees Fahrenheit at a distance three (3) feet above floor level, during ordinary winter conditions. Each heating system shall have at least one (1) readily adjustable control for regulation of living space temperature in each dwelling unit. Radiator control knobs in good working order shall be regarded as a readily adjustable control. If heat is not provided in every habitable room, the dwelling unit shall be provided with sufficient fireplaces, chimneys, flues or gas vents whereby heating appliances may be connected so as to heat all habitable rooms and bathrooms to a temperature of sixty-eight (68) degrees Fahrenheit at a distance three (3) feet from the floor and two (2) feet from an exterior during ordinary winter conditions.

Where a central heating system is not provided for a dwelling, the dwelling shall be provided with properly installed baseboard electric heat, properly installed and properly vented wood or fossil fuel heater(s), or unvented natural gas heater(s) having oxygen depletion sensors listed for residential use by UL, ETL, or other recognized testing laboratory and installed in strict accordance with the manufacturer's instructions.

## **C6.0 OCCUPANCY STANDARDS**

To avoid overcrowding and prevent wasted space, units are to be leased in accordance with the occupancy standards set forth below. If there should be a dwelling unit which cannot be filled with a family of appropriate size, after all possible efforts have been made to stimulate applications, a family eligible for the next smaller size unit may be offered this unit. This shall be with the understanding that the family is subject to later transfer to a unit of the proper size.

The head of household and co-resident are usually assigned a separate bedroom.

Family members are generally assigned to bedrooms on the basis of two of the same sex per bedroom or of opposite sex up to the age of six (6).

RMHA may allow a child less than three (3) years of age to share a bedroom with a parent(s).

RMHA will treat a single pregnant woman as a two-person family.

RMHA, at its sole discretion, may assign a separate bedroom to any family member with a documented medical need.

The RMHA will also assign units based on the type of unit needed by the individual applicant or applicant family. This refers to the family's ability to use stairs or their status as an elderly family.

Residents should not be assigned to bedroom sizes outside of the minimum and maximum constraints listed below, and, as a general rule, any "single person" shall not be assigned a unit with two or more bedrooms except in extenuating circumstances, (i.e. live-in aid, equipment for disabled, etc.), which will be determined on case-by-case basis:

| Number of Bedrooms | Number of Persons |     |
|--------------------|-------------------|-----|
|                    | Min               | Max |
| 0                  | 1                 | 1   |
| 1                  | 1                 | 2   |
| 2                  | 2                 | 4   |
| 3                  | 3                 | 6   |
| 4                  | 4                 | 8   |
| 5                  | 5                 | 10  |
| 6                  | 6                 | 12  |

These standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the restraints of financial solvency and program stability.

The RMHA reserves the right to over house in its conventional public housing programs in an effort to correct unacceptably high vacancy rates. An unacceptably high vacancy rate is when a development or the RMHA wide vacancy rate is 2% or more. Families placed into larger than needed units will sign a waiver agreeing to be transferred to a smaller, but appropriate sized unit, should the larger unit be needed in the future by an applicant family or a Resident family.

When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. These families will be transferred in accordance with the Transfer Policy.

#### **C7.0 INCOME TARGETING AND DECONCENTRATION**

1. Objective:

The RMHA shall make every effort possible to provide for deconcentration of poverty and income mixing in its communities by bringing higher income residents into lower income developments and lower income residents into higher income developments.

To this extent the RMHA shall insure that not less than forty percent (40%) of all new admissions shall be families whose income at the time of their admission does not exceed thirty percent (30%) the area's median income.

The RMHA does not intend to utilize and/or impose any specific income or racial quotas nor will the RMHA offer incentives for eligible families to occupy units in developments predominately occupied by families having either lower or higher incomes.

2. RMHA Deconcentration Policy:

It is the policy of the Rocky Mount Housing Authority (RMHA) to house families in a manner that will prevent a concentration of poverty families and/or concentration of higher income families in any one development. The specific objective of the RMHA is to house no less than 40% of its inventory with families that have income at or below 30% of the area median income by public housing development. Also the RMHA will take actions to insure that no individual development has a concentration of higher income families in one or more of the developments. To insure that the RMHA does not concentrate families with higher income levels, it is the goal of the RMHA not to house more than 60% of its units in any one development with families whose income exceeds 30% of the area median income. The RMHA will track the status of family income, by development, on a monthly basis by utilizing income reports generated by

the RMHA. To accomplish the deconcentration goals the RMHA will take the following actions:

- A. At the beginning of each fiscal year, the RMHA will establish a goal for housing 40% of its new admissions with families whose incomes are at or below the area median income. The annual goal will be calculated by taking 40% of the total number of move-ins from the previous fiscal year.
- B. To accomplish the goals of:
  - 1. Housing not less than 40% of its inventory on an annual basis with families that have incomes at or below 30% of area median income, and
  - 2. Not housing families with incomes that exceed 30% of the area median income in developments that have 60% or more of the total household living the development with incomes that exceed 30% of the area median income, the RMHA's Resident Selection and Assignment Plan, which is a part of this policy, provides for the utilization of local preferences with regards to applicant selection from its waiting list.

#### **C8.0 WRITTEN SYSTEM OF PREFERENCES FOR SELECTION**

The written system of preferences established by RMHA for the selection of applicants from the waiting list within each bedroom size is as follows:

##### **Local Preferences**

- a. Working families.
- b. Families residing in Nash and Edgecombe Counties.
- c. Families displaced by natural disasters as defined by the Federal, State and Local governments or FEMA officials: *(The RMHA shall grant preferences to families of federally declared disasters who are public housing residents from another jurisdiction and other eligible disaster-affected families who are income eligible. These persons will receive preferences over other waiting list placeholders. This preference will remain in place until the emergency no longer exists per FEMA natural disaster guidelines.)*
- d. Head of household who is 62 or older
- e. Head of household who is disabled as defined the American Disability Act (ADA) and or Social Security.

## **C8.1 ORDER OF SELECTION**

Selection must be made sequentially based on:

1. Date and time of application
2. Working Families carries a greater weight over all other Local Preferences
3. Non-preference applicants

Interviews for completion of a full application are scheduled on this basis.

### **Working Families**

A working family is deemed as a Family with at least the Head or Spouse gainfully employed or receiving "Unearned Income" which is countable under HUD's Definition of "Family Income", including Families on the Workfirst Program; Families who are in or have completed educational or training programs designed to prepare them for the job market; and Families whose Head., Spouse, or Sole Member is 62 years of age or older, or is receiving Social Security Disability, Supplemental Security Income, Disability Benefits, or any other payment based on the individual's inability to work.

Within each preference category, date and time will determine if two families have the same preference.

The RMHA will extend preference to Elderly Families, including Persons with Disabilities over Single Persons on the waiting list.

The RMHA may admit 50% of applicants in anyone 12-month period that are NonPreference families.

Elderly families and disabled families must be given a preference over all other applicants for admission to units in a mixed population project. A mixed population project is a public housing project, or portion of a project, that either was reserved for elderly and disabled families at its inception (and has retained that character), or was approved by HUD for preference in tenant selection to elderly families and disabled families. Preference must be given to elderly and disabled families equally in determining priority for admission to mixed population projects. The HA cannot establish a limit on the number of elderly or disabled families who may be accepted for occupancy in a mixed population project.

In offering available units to elderly and disabled families in mixed population projects, units with accessible features must be offered first to persons with disabilities who required the accessibility features of the unit.

Applicants may claim a preference when they initially apply for admission or at any time while they are on the waiting list. At the time of offer of a Unit, RMHA will request written



verification from the appropriate agency or person to document the applicant's claim of a selection preference.

### **C8.2 APPLICANT ASSIGNMENT**

Selection of applicant families for making offers of dwelling units shall be performed by matching the ranking unit to the applicant as follows:

1. The “ranking rentable unit” is that rentable dwelling unit which is located in the neighborhood having the greatest number of the same bedroom size and type of rentable vacant units.

A “rentable unit” is a vacant unit which has been prepared for re-occupancy, and which is not encumbered by an offer which has been made but not yet accepted or rejected.

2. The “ranking applicant family” is that eligible family with the earliest date and time of application and local preference status.

### **C8.3 DWELLING UNIT OFFERS**

When the ranking applicant is matched to the specific ranking unit, that dwelling unit becomes “unrentable” until the offer made is accepted or rejected. In order to reduce vacancy loss, it is necessary that processing from this point move as quickly as possible. To that end, the following conditions shall apply to dwelling unit offers:

1. As an application nears the top of the central waiting list, the RMHA will contact the applicant family to determine continued interest, to update the application for final processing, to alert the applicant that an offer is likely in the near future, and to inform the applicant about requirements for move-in, such as pre-occupancy orientation, utility company verifications, security deposits, etc. For an applicant on a short waiting list, the steps enumerated above may be included in the process of taking the complete application.
2. Upon receipt of the initial offering, the applicant shall have two business days to accept or reject the housing unit. Failure to give an answer within the prescribed time period shall be counted as rejection of the offer. Failure to respond to an offer will result in a withdrawal of the offer and the applicant will be removed from the waiting list.
3. Upon acceptance of the offer, the applicant will then be scheduled for move-in. The applicant must complete all outstanding pre-occupancy requirements, such as joint unit inspection, establishment of utility services, leasing interview, and lease execution. Normally, this deadline will be within three working days of acceptance of the offer, but may be extended at the discretion of the Authority when necessary to alleviate hardship. Failure to complete move-in requirements within the assigned period will result in withdrawal of the offer and inactivation of the application.

The family will pay a security deposit at the time of lease signing. The security deposit equal to:

- A. Regular Family Residents – All \$ 250.00
- B. Elderly and Disabled Residents \$ 250.00

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family. In the event there are costs attributable to the family for bringing the first unit into condition for rental, the costs for such rehabilitation will be borne by the family.

- 4. The RMHA only has a certain number of housing units modified for Handicapped Accessibility. When an accessible housing unit becomes available, before the unit is offered to a non-handicapped applicant, the RMHA must first offer it to an existing resident having a handicap and occupying a non-accessible housing unit. If no such resident exists, the housing unit must be offered to an applicant on the waiting list having a handicap requiring those features. If the accessible unit must be offered to an applicant who does not (nor does any family member) have impairment, the RMHA may require the applicant to sign an agreement to move to a non-accessible unit when such a unit is available. Equally, if a family opts for a smaller unit than offered in accordance to HUD's unit size standards, the family will be required to sign a statement agreeing to occupy the unit assigned.

**C8.4 UNIT REFUSALS**

When an applicant refuses an offer of a housing unit, the application shall be returned to the waiting list, being assigned (for processing purposes only) the lowest priority and an application date and time which correspond to the date of the refusal. Upon return to the top of the waiting list, such an applicant would be made an offer in accordance with the provisions of this policy. Upon refusal of the second such offer, including any in neighborhoods previously refused, the application shall be removed from the waiting list and classified as inactive for a period of twelve months.

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

Examples of "good cause" for refusal of an offer of housing are:

- ❖ The unit is not ready for move-in at the time of the offer of housing. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that is ready for move-in;
- ❖ Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, so that accepting the unit offer would

require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;

- ❖ The family demonstrates that accepting the offer will place a family member's life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
- ❖ A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;

If good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list.

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

#### **C9.0 LEASING OF DWELLING UNITS**

The head of household of each family accepted as a resident is required to execute a lease agreement in such form as the RMHA shall require prior to actual admission. All remaining adult members who are 18 years of age or older of the household are also required to sign the lease. One copy of the lease will be given to the lessee and the original will be filed as part of the permanent records established for the family in the RMHA's Management Office and the remaining copy will go to the development office as part of the Resident's records.

Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease, and the terms of occupancy. It shall be explained in detail to the head of household or other responsible adult before execution of the lease.

The lease shall be kept current at all times. If a resident family transfers to a different unit in the same or another RMHA community, the existing lease will be canceled. A new lease will be executed for the unit to which the family is to move by the head of household. If any other change in the resident's status results in the need to change or amend any provisions of the lease, or if the RMHA desires to waive a provision with respect to the resident, (1) the existing lease is to be canceled and a new lease executed, or (2) an appropriate rider is to be prepared and executed and made a part of the existing lease.

Certain documents are made a part of the dwelling lease by reference. These include, but are not limited to, the Admission and Continued Occupancy Policy (the Plan).

Cancellation of a resident's lease is to be in accordance with the provisions of the lease. Generally, the lease shall not be canceled or not renewed except for serious or repeated violations of its terms by the resident. Written records shall be maintained containing the pertinent details of each eviction.

**C10.0 ADMISSION OF ADDITIONAL MEMBERS TO A CURRENT HOUSEHOLD**

1. Purpose - Population in excess of the number of persons for which a neighborhood or unit was designed is often the cause of many serious management problems including crime, vandalism, excessive maintenance costs, and low resident satisfaction. It is with this in mind that this section of the Plan is established. The purpose is not to establish an alternate means of Admissions.
2. Application Procedure - The resident of a household that wishes to add additional members with the exception of a new born child to their household must first submit a written application, in the form prescribed by management, for approval by the Chief Executive Officer or his/her designee.
3. Eligibility Criteria
  - A. All new member(s) must be determined eligible in accordance with Section C2.0 eligibility criteria.
  - B. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with the Section C5.0, Occupancy Standards.
4. Application Denial - The RMHA may deny the application for inclusion of additional family member for any of the following reasons:
  - A. The dwelling unit would be overcrowded or would exceed the Occupancy Standards as outlined in Section C5.0.
  - B. Additional members are prior Residents with balances owed.
  - C. Additional members are prior Residents who have been evicted for criminal or illegal activities.
  - D. Additional members are registered sex offenders.
  - E. Other reasons as determined from time to time by the Chief Executive Officer.
5. Additional members which do not require approval of the RMHA. The RMHA shall not deny approval for any of the following:
  - A. Newborn infants of members currently on the lease.

- B. Minor children of members currently on the lease who were removed from their care by court action and are being returned.
6. Examples of situations where the addition of a family or household 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 which juvenile justice records are available;
  - C. Resident desires to add a new family member to the lease, employ a live-in aide, or take in foster child(ren).
  - D. A unit is occupied by a remaining family member (s) under age 18 (who is not an emancipated minor) and an adult, not part of the original household, requests permission to take over as the head of household.
7. Residents who fail to notify the RMHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Such persons will be considered unauthorized occupants by RMHA and the entire household will be subject to eviction.
8. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on RMHA premises that would be a lease violation. Visits of less than three (3) days need not be reported or approved by the Manager. Visits of more than three (3) and less than seven (7) days within any six (6) month period, are permitted provided they are reported and authorized by the Manager within 72 hours and authorized. Visits of more than seven (7) calendar days shall be authorized only with advance documentation of extenuating circumstances. Visitors remaining beyond this period shall be considered trespassers and the head of household shall be guilty of a breach of the lease.
9. In accordance with the lease, roomers and lodgers shall not be permitted to occupy a dwelling unit, nor shall they be permitted to move in with family occupying a dwelling unit. Violation of this provision is grounds for termination of the lease.
10. Resident will not be given permission to allow former residents of RMHA who has been evicted to occupy the unit for any period of time. Violation of this is grounds for termination of lease.
11. Family members over the age of 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. The resident has the responsibility to report the move-out within ten (10) calendar days of its occurrence.

These individuals may not be re-admitted to the unit and must apply as a new applicant household for placement on the waiting list (subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship or other extenuating circumstances shall be considered by RMHA in making determinations under this paragraph.

#### **C11.0 RENT RULES**

RMHA general rent calculation is 30% of a residents' gross income, with minor income adjustment or 10% of the family's monthly income or the welfare rent. However, the RMHA in an effort to encourage self-sufficiency and quality of life improvement has expanded its rent rules to include the following:

##### **1. Minimum Rent**

RMHA's minimum rent is \$50.00.

##### **Minimum Rent Hardship Exemption**

There are exemptions from the payment of the minimum rent and those financial hardship circumstances are (24CFR, 5.630):

- ❖ The family has lost eligibility for, or is awaiting an eligibility determination for, a federal, state or local assistance program.
- ❖ The family would be evicted as a result of the imposition of the minimum rent requirements.
- ❖ The income of the family has decreased because of changed circumstances, including the loss of employment.
- ❖ A death in the family has occurred; and/or
- ❖ Other circumstance as may be determined by the RMHA.

It is necessary that RMHA advise any family who pays the minimum rent of the right to request the exemption. If a family paying minimum rent requests a hardship exemption, the PHA must suspend the minimum rent, effective the following month. The PHA may not evict the family for non-payment of the minimum rent for 90 days following the request for the hardship exemption. The suspension of minimum rent continues until the PHA determines whether or not the hardship is temporary or long term. If the hardship is verified to be temporary (less than 90 days), the PHA must reinstate the minimum rent and offer the family a reasonable repayment agreement of the minimum rent that was suspended.

If the hardship is verified to be long-term (lasting more than 90 days), the minimum rent must be suspended until the hardship ceases. The family may not be evicted for failing to pay the minimum rent while the hardship is occurring.

If a PHA denies a resident the minimum rent hardship exemption, the resident is entitled to file a grievance and the PHA may not require the resident to make an escrow deposit to obtain the grievance hearing.

## 2. Market Value Flat Rents

- A. The 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 RMHA could promptly lease the public housing unit after preparation for occupancy.

The 2014 Appropriations Act approved by Congress required PHA's to establish flat rents at no less than eighty percent (80%) of HUD's fair market rents for the PHA's jurisdiction.

- B. The RMHA must use a reasonable method to determine the flat rent for a unit. To determine the flat rent, the RMHA must consider:
  - i. The location, quality, size, unit type and age of the unit; and
  - ii. Any amenities, housing services, maintenance and utilities provided by the RMHA.
- C. The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.
- D. If the family chooses to pay a flat rent, the RMHA does not pay any utility reimbursement. The flat rent option may be exercised by the family at the time of lease-up or annual re-examination.
- E. The RMHA must maintain records that document the method used to determine flat rents, and also show how flat rents are determined by the RMHA in accordance with this method, and document flat rents offered to families under this method.

## 3. Choice of Rental Payment

A family shall have the opportunity annually at their re-exam to elect a market value flat rent or an income-based rent. The family can switch to an income-based rent during the year only with the permission of the RMHA.

The RMHA will provide the family with the opportunity to immediately switch to the income-based rent because of the following financial hardships:

- ❖ Income of the family has decreased because of a change in circumstances, loss or reduction of employment, death in the family which resulted in the reduction of or loss of income or other assistance.
- ❖ An increase in the family's expenses for medical costs, child care, transportation, education or similar items.
- ❖ Such other circumstances as may be determined by the Authority.

#### 4. Earned Income Disregard

The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:

- a) State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering Temporary Assistance for Needy Families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance - provided that the total amount over a six-month period is at least \$500.
- b) Once a family member is determined to be eligible for the EID, the 24- calendar month period starts.
- c) If the family discontinues the employment that initially qualified the family for EID, the 24-month period continues.
- d) During the 24- month calendar period, EID benefits are recalculated based on changes to family member's income and employment.



- e) During the first 12- calendar month period, RMHA must exclude all increased income from resulting from the qualifying employment of the family member. After the first 12- calendar month period, RMHA must exclude from the annual income of the family at least 50 percent of any increase in income of such family member as a result of employment over the family member's income before the qualifying event (the family member's baseline income).
- f) The EID benefit is limited to a lifetime 24-month period for the qualifying family member.
- g) At the end of the 24 months, EID ends regardless of how many months were "used."
- h) Families that currently benefit from the EID, or became eligible prior to the effective date May 9, 2016 of the changes are eligible to receive the EID benefit for 24 months over a 48- month period. This was in effect prior to the effective date of May 9, 2016 of this provision.
- i) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).

5. Loss of Income from Welfare Work-Related Sanctions

If state or local public assistance benefits are decreased because of any failure of any member of the family to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the resulting loss of income shall not be entitled to a rent reduction.

6. RMHA will use the established flat rent applicable to the units when calculating rents for mixed families. Once RMHA has completed the steps listed below, if the Total Tenant Payment (TTP) exceeds the flat rent, the family must pay the Total Tenant Payment (TTP):

A mixed family is a family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Step 1. Determine the total tenant payment in accordance with 24 CFR §5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)

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

Step 3. Subtract the total tenant payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").

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

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

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

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

When the mixed family's TTP is greater than the maximum rent, the PHA must use the TTP as the mixed family TTP. Note: A warning message will appear when the family's TTP is entered into field 10p of PIC. This warning message is a workaround for purposes of implementing this provision.

This method of pro-rating assistance applies to new admissions and annual reexaminations.

## **C12.0 INSPECTIONS**

An authorized representative of the Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Housing Authority file and a copy given to the family member. An authorized Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any resident damages to the unit.

### **C12.1 MOVE-IN INSPECTIONS**

The Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A

copy of the signed inspection will be given to the family and the original will be placed in the resident file.

#### **C12.2 ANNUAL INSPECTIONS**

The Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

#### **C12.3 PREVENTIVE MAINTENANCE INSPECTIONS**

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks and provide other minor servicing that extends the life of the unit and its equipment.

#### **C12.4 SPECIAL INSPECTIONS**

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Rocky Mount Housing Authority.

#### **C12.5 HOUSEKEEPING INSPECTIONS**

Generally, at the time of annual re-examination, or at other times as necessary, the Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition. Two (2) or more failed housekeeping inspections in a one (1) year period may result in termination of tenancy.

##### **A. Housekeeping criteria includes, but not be limited to:**

- Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);
- Cleanliness in each room; and
- General care of appliances, fixtures, windows, doors and cabinets
- Other Lease compliance criteria will include, but not be limited to:
  - Evidence of destruction of property;
  - Unauthorized occupants;
  - Evidence of criminal activity, etc.

#### **C12.6 NOTICE OF INSPECTION**

For inspections defined as annual inspections, preventive maintenance inspections, special inspections, and housekeeping inspections the Housing Authority will give the resident at least two (2) days written notice.

#### **C12.7 EMERGENCY INSPECTIONS**

If any employee and/or agent of the Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

#### **C12.8 PRE-MOVE-OUT INSPECTIONS**

When a resident gives notice that they intend to move, the Rocky Mount Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Housing Authority to ready units more quickly for the future occupants.

#### **C12.9 MOVE-OUT INSPECTIONS**

The Housing Authority conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

#### **C13.0 APPROVAL PROCESS FOR RESIDENTS REQUESTING PERMISSION TO OPERATE A BUSINESS IN THE UNIT**

Prior to making a determination, the resident shall request the RMHA's permission in writing and include in the request a complete outline of business activities and other data as may be requested by the RMHA. When a resident desires to operate a legal profit making business from the leased unit, the RMHA shall use the following factors in determining whether or not such activities are incidental to the primary use of the leased unit.

- A. Local building health codes, requirements for license or governmental approval.
- B. Local zoning ordinances.
- C. The effect on RMHA insurance coverage.
- D. Utility consumption.
- E. Possible damage to the leased unit.
- F. Estimated traffic and parking.
- G. Disturbance of other residents.

- H. Attraction of non-residents to the neighborhoods.
- I. Possible use of resident business as a cover for drug-related activities.
- J. Rental Insurance with \$100,000 Liability Clause

In addition, the RMHA shall take into consideration the many benefits to be found in small-scale in-home businesses such as; supplying necessary services to the developments; opportunities for individual economic and personal development; increased feeling of self-worth and a positive sense of community; and potential increased resident income.

**C14.0 OCCUPANCY BY POLICE OFFICERS**

The RMHA has elected to lease units to police officers in any development in which RMHA management has determined that such occupancy will enhance security of said development and the residents that reside therein. Under the above circumstances the police officer would receive a local preference and a rent calculation for utilities only. This information is included in the RMHA’s annual plan.

Police Officer means a person employed on a full-time basis as a duly licensed professional police officer by a Federal, State or Local government or by an agency of these governments.

CONTINUED OCCUPANCY

**D1.0 ELIGIBILITY FOR CONTINUED OCCUPANCY**

Eligibility for continued occupancy in the RMHA communities for only those residents:

1. Who qualify as a family as defined by Federal requirements and this policy (see definition in B1.0).
2. Who conform to the Occupancy Standard established for lower income housing. (See C5.0).
3. Whose past performance in meeting financial obligations, especially rent, and other charges, is satisfactory.
4. Whose family does not have a record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, sexual deviation, or any other history which may be reasonably expected to adversely affect:
  - A. The health, safety, or welfare of other residents.
  - B. The peaceful enjoyment of the neighborhood by other residents.

- C. The physical environment and fiscal stability of the neighborhood.
5. Whose family does not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of fire hazards through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency reports that the family shows potential for improvement, a decision as to the eligibility shall be reached after a referral with the Chief Executive Officer or his/her designee. This category does not include families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.
  6. Who do not have a history of criminal activity which, if continued, could adversely affect the health, safety, or welfare of other residents.
  7. Who continue to occupy the housing unit on a full time basis. Ownership or occupancy of another dwelling unit or failure to occupy the unit for a period greater than thirty (30) days shall be grounds for termination of the lease.
  8. Who are, with the aide of assistance that is available to the family, physically and mentally able to care for themselves and their housing unit and to discharge all lease obligations. A person or persons remaining as a resident of a family may be permitted to remain in occupancy provided that the RMHA, in its sole judgment, determines that the remaining person(s) is/are:
    - A. Otherwise eligible for continued occupancy;
    - B. Capable of carrying out all lease obligations including but not limited to rent payment, care of the housing unit, and proper conduct;
    - C. Willing to assume all lease obligations of the prior leaseholder, including all payments under the lease; and/or
    - D. Legally competent to execute a lease in his/her own name. The RMHA will not execute a lease with a minor.
  9. Who have complied with the community service requirement of 8 hours of community service per month or participated in an economic self-sufficiency program for 8 hours per month. For Complete Details See **Appendix E** – Community Service Policy.

Exemptions exist for any family member who is:

- ❖ 62 years of age or older

- ❖ Is blind or disabled and is unable to comply or is a primary caretaker of such an individual.
- ❖ Any adult in a family receiving TANF or other state welfare assistance, including state welfare assistance, including a state welfare-to-work program.
- ❖ Any adult who meets a state welfare program's criterion for exemption from work requirements.

## **D2.0 RE-EXAMINATION**

Re-examinations of income and family circumstances are conducted for the following purposes:

1. To comply with the Federal and State requirements relating to annual re-examinations.
2. To determine if each family remains eligible for continued occupancy under the terms of the lease and this policy.
3. To determine if the unit size and type is still appropriate to the family's needs and in compliance with the Occupancy Standards (C5.0).
4. To establish the Total Tenant Payment and the Resident Rent to be charged to the family (C10.0).
5. Interim re-examination shall be conducted within 30 days of a change in income or family composition. It is the family's responsibility to initiate the process.
6. Interim re-examination is required for the following: transfers; interim rent adjustments; changes in names of head of household or other adult members in the household; and in other special circumstances that affect family composition or income.

## **D2.1 ANNUAL RE-EXAMINATIONS**

Annual re-examinations are necessary to comply with the Federal requirement that each family have its eligibility re-examined at least every twelve (12) months. Residents will be notified in writing of the requirements for re-examination in sufficient time to allow for the complete processing and verification of data. Failure to complete re-examination is a serious lease violation which will result in the termination of tenancy. Failure to complete re-examination includes:

1. Failure to appear for a scheduled re-certification interview without making prior alternative arrangements with the RMHA.
2. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.
3. Refusal to properly execute required documents.

4. Noncompliance for non-exempt members of a household with the community service requirement. However, the RMHA will permit the noncompliant family to cure the noncompliance with a signed agreement to make up the hours needed during the next 12 month period. Continued noncompliance shall result in eviction of the entire family unless the noncompliant family member is no longer a part of the household.

#### **D2.2 SPECIAL RE-EXAMINATIONS**

If at the time of admission, annual re-examination or interim re-examination, it is not possible to make an estimate of the Family Income with any reasonable degree of accuracy because:

1. Family member(s) are unemployed and there are not anticipated prospects of employment; or
2. The conditions of employment and/or income are so unstable as to invalidate usual and normal standards of determination.

Then a special re-examination will be scheduled on a date determined by the RMHA's estimate of the time required for the family's circumstances to stabilize. If at the time of the scheduled special re-examination, it is still not possible to make a reasonable estimate of Family Income, special re-examinations will continue to be scheduled until such time as a reasonable estimate of Family Income can be made and the re-examination completed. The special re-examinations are not to replace the annual re-examination (C10.0).

#### **D2.3 INTERIM RE-EXAMINATIONS**

Interim re-examinations are performed to allow residents to comply with the dwelling lease requirements to report changes in income and family circumstances. The following are specific changes which must be reported in writing within ten (10) days of their occurrence. No adjustment of rent either upward or downward is to be made except at the time of a regular or special re-examination **unless**:

1. There is a change in family composition. (Additions to the family, other than through birth of a child to a family member on the lease, must be approved by Management in advance as established in this policy as well as loss of a Family member and that members income);
2. There is a new source of family income. Changes in family income resulting from periodic increases in government benefits do not have to be reported to on-site Management until annual re-examination or reduction between annual re-examinations must report all changes in income regardless of the amount or source within ten (10) days of their occurrence; however, if a resident reports a change of income that does not increase the household's accumulative income by \$2,400 or more annually (\$200.00 a month) an increase in rent will not be processed
3. A hardship occurs. (A hardship is interpreted to mean the occurrence of a situation which would warrant a reduction in rent based on the current definition in income and maximum rent-to-income ratio.) (C10.0); and/or



4. There is a need to correct an error. (The rent increase or decrease will be made as appropriate based on the circumstances.)

**Rent increases** shall be made and effective the first day of the second month following the month in which the change actually **occurred**, after having given the resident a written thirty (30) day notice.

**Rent decreases** resulting from changes specified in items 1, 2, and 3 above shall be made effective the first day of the month following the month in which the change was **REPORTED** in writing, provided however that no decrease shall be made until proof of changes, as outlined above, has been furnished and deemed sufficient by Management. When rent is reduced between re-examinations, the resident must report all changes in income regardless of amount or source and rent shall be adjusted accordingly. It is the responsibility of the resident to report in writing all changes as outlined in items 1 and 2 within ten (10) days of their occurrence.

#### **D2.4 PROCESSING RE-EXAMINATIONS**

All re-examinations - annuals, specials and interims - shall be processed under the following conditions:

1. All data must be verified and documented as required in C3.0. The RMHA will NOT adjust rents downward until satisfactory verification is received.
2. Lease terminations resulting from re-examinations shall be conducted in accordance with the terms of the lease.
3. Families who are determined to be in an incorrect size or type of unit will be placed on the Transfer List in accordance with the Transfer Policy or be allowed to remain if over housed in accordance with the RMHA's procedures.
4. All interim changes in resident's rent are to be made by a copy of "Notice of Rent Adjustment" which shall become a part of the lease. Changes in rent resulting from annual re-certifications shall be incorporated into the lease by a "Notice of Rent Adjustment".
5. Interim decreases in rent shall be effective on the first day of the month following the month in which the change was reported in writing and verification is completed to the satisfaction of the RMHA.
6. Interim increases (except those due to misrepresentation) require thirty (30) day notice and become effective the first of the second month the change actually occurred. For employment, this is the date employment began, not the date income was first received. For government benefits, this date is the beginning of the period covered by the payment. The RMHA shall give a thirty (30) day written notice of the increase, unless exempted under the Earned Income Disregard.

7. If it is found that a resident has misrepresented or failed to report facts upon which his/her rent is based so that he is paying less than he should be paying, the increase in rent shall be made retroactively to the date that the increase would have taken effect. The resident may be required to pay within fourteen (14) days of official notification by the RMHA or be required to sign and abide by a repayment agreement, the difference between the rent he has paid and the amount he should have paid. In addition, the resident may be subject to civil and criminal penalties. Any misrepresentation is a serious lease violation which may result in termination of the lease.

### **D3.0 RE-EXAMINATION DATES**

The re-examination date(s) is the effective date of rent changes resulting from the annual re-examination. The re-examination will commence sufficiently in advance to obtain signed Application for Continued Occupancy as may be appropriate and to process to completion.

### **D4.0 TEMPORARY RENTS**

If, at the time of admission or re-examination, the RMHA can satisfy itself that a family is of low income and within the approved income limits, but cannot make a determination of income for purposes of determining rent with a necessary degree of accuracy because of the inability to secure adequate verification or instability of income, a temporary rent may be established based on the data supplied by the applicant in the application. If a temporary rent is established, the resident will be notified of this action by a temporary rent notice or such other method determined to be legally and administratively sufficient and that his/her appropriate rent, when determined, will be effective retroactively to the date of re-examination. The resident will be required to pay any balance due or the RMHA will credit his/her account with any overpayment which results from a temporary rent. The RMHA will schedule special re-examination (see D2.2) of all factors relating to both rent and eligibility of each resident established on a temporary rent at intervals established by the RMHA until a permanent determination can be made as to rent and eligibility status of the family.

### **D5.0 EVICTION OF FAMILIES FOR DRUG-RELATED AND/OR CRIMINAL ACTIVITIES**

RMHA shall commence eviction proceedings of the resident family for:

1. Any drug-related criminal activity of the resident, household member or guest on or off the premises;
2. When RMHA has determined that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
3. Any other criminal activity on or off the premises.
4. If the RMHA determines that a household member is a fugitive felon or a paroled violator.
5. If the RMHA determines that a household member's abuse or potential abuse of Alcohol threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

**D5.1 EVICTION OF FAMILIES WHOSE MEMBER(S) DO NOT COMPLY WITH THE COMMUNITY SERVICE REQUIREMENT**  
The RMHA shall commence eviction proceedings of the resident family for non-compliance with the community service requirement of performing 8 hours of community service per month for an Annual requirement of 96 hours.

However, the family member may enter into a formal agreement to cure the deficiency by performing, in addition to the 8 hours per month in the forthcoming year, the hours deemed deficient. If at the end of the 2<sup>nd</sup> year the adult family member is not in compliance the RMHA shall not renew the lease.

**D5.2 TERMINATION BY THE HOUSING AUTHORITY**

The Rocky Mount Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Non-compliance with Non-Citizen Rule requirements;
- K. Permitting persons not on the lease to reside in the unit more than seven (7) days each year without the prior written approval of the Housing Authority; and
- L. Any other good cause.

The Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

#### **D5.3 TERMINATION BY RESIDENT**

The Resident may terminate this lease at any time by giving RMHA **Fourteen (14) calendar days'** notice in accordance with Paragraph 13 of the Lease. Failure to give proper notice will result in Resident being charged for up to **Fourteen (14) calendar days rent**, (Resident will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first).

#### **D5.4 ABANDONMENT**

The Rocky Mount Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent AND has clearly indicated by words or actions an intention not to continue living in the unit. A presumption of abandonment shall arise 10 or more days after RMHA has posted conspicuously a 'Notice of Abandonment' both inside and outside of the premises and has received no response from the resident.

When a unit has been abandoned, a Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

#### **D5.5 ABSENCE FROM UNIT**

Reporting changes in the family composition is required by the RMHA and the Department of HUD. The family is required to report to the RMHA if a family member will be absent from the unit for more than two (2) weeks. The resident (HOH) must furnish information regarding any absent family member. Any household member will be considered permanently absent if away from the unit for 90 consecutive days.

- A. The family may be absent from the unit for short periods of time, but if absent from the unit for a period of more than 90 consecutive calendar days, the unit will be considered to have been vacated and the Lease will be terminated.
- B. The family must supply any information or certification requested by the RMHA to verify that the family is living in the unit, or relating to family absence from the unit, including any RMHA-requested information or certification on the purposes of family absences. The family must cooperate with the RMHA for this purpose, and must promptly notify the RMHA of any absence from the unit in accordance with this policy.

- C. Absences due to hospitalization or sickness by a family member will be verified and if it is determined that the family member will return home within 90 days, the family will not be considered permanently absent, provided the family's share of the monthly rent and the utilities payable by the family continue to be paid. However, if there is no chance of the family member returning to the unit within 90 days, the family member will be considered permanently absent, and if this family member is the sole member of the household, the lease will be terminated.
- D. Absences due to family vacations or other reasons that are longer than 2 weeks must be approved by the RMHA in writing. Absences for more than 90 consecutive days due to being in a drug treatment center or imprisonment will be considered permanently absent. The RMHA will make a determination as to whether the imprisonment was due to drug-related or violent criminal activity and will be handled on a case by case basis and a determination made by the RMHA after review of each particular circumstance.
- E. If both parents are absent from the household and a caretaker has been placed in the home by the courts or an approved placement agency such as Social Services, the caretaker will be considered a visitor for the first 30 days by RMHA. The Lease will be transferred to the caretaker if the court has awarded custody or legal guardianship to the caretaker by the end of the 30 day period. The caretaker will be allowed to remain in the unit as a visitor until a determination of custody is made by the court. The income of the caretaker will be counted pending a final disposition of the custody award.
- F. If a resident family includes a child or children absent from the home temporarily due to placement in foster care, the RMHA will determine from the appropriate agency when and if the children will be returned to the home. If the time period is more than 180 days or the children have been removed permanently, the name(s) of the absent child or children will be removed and the rent redetermined.
- G. An adult child who goes into the military service and leaves the household will be considered permanently absent.
- H. A household member subject to a court order restricting the household member from the home for more than 90 days will be considered permanently absent.
- I. The family may choose whether to consider a full-time student (other than head or spouse), who attends school away from home but lives with the family during school recesses, temporarily or permanently absent. If the family chooses the full-time student to be permanently absent, the student will not be included on the lease, income of the student will not be included in total income, and the student will not be included in determining unit size for the family.

- J. A person with a disability, requesting an extension of time as an accommodation, will be granted the extension as long as the extension is within the **180 calendar day limit**.
- K. An adult family member who leaves the household for any reason will be determined permanently absent upon verification by the RMHA. The change in family composition must be reported to the RMHA within ten (10) working days in accordance with procedures outlined in this Policy.
- L. The RMHA will use various techniques to verify family occupancy or absence, including letters to the family at the unit, the post office, phone calls, visits or inquiries to neighbors and the landlord. All inquiries will be documented in the files.

#### **D5.6 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Rocky Mount Housing Authority will return the security deposit within 30 days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

## TRANSFERS

### **E1.0 TRANSFER POLICY**

Objectives of the Transfer Policy:

- ❖ To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate sized unit.
- ❖ To facilitate humane relocation when required for modernization or other management purposes.
- ❖ To facilitate relocation of families with complete and permanent inability to continue living in a multiple-story housing unit.
- ❖ To eliminate vacancy loss and other expenses due to unnecessary transfers.

## E1.1 TYPES OF TRANSFERS

1. **RMHA Initiated** - The RMHA may at its discretion transfer residents because of an uninhabitable unit, major repairs, VAWA, or other actions initiated by management as follows:
  - A. In the event of a fire, accident or natural disaster that results in the dwelling unit becoming uninhabitable, the resident will be offered alternative accommodations within the neighborhood if a rentable unit in the appropriate size is available. The option to transfer fire or disaster victims is open to the RMHA; on-site management may review rent paying history, housekeeping, illegal or criminal activities and/or social dysfunction and use these criteria for making the determination to re-house. At RMHA, the Chief Executive Officer has the ultimate responsibility for providing shelter for victims of fire. If the appropriate sized unit is not available within the same neighborhood, the family may be transferred to an appropriate size unit available at another RMHA-owned neighborhood. If the move is to a site where residents purchase all or some utilities, the resident will pay the cost of any deposit required by the utility company. If an appropriate size unit is not available RMHA-wide, then the family may be over-housed but placed on the transfer list with the transfer being accomplished at the appropriate time.
  - B. If a neighborhood is undergoing modernization type work which necessitates vacating housing units, the affected residents will be relocated at the RMHA's expense in available vacant units within the RMHA.
  - C. To protect a family from reprisals because family members provided information on criminal activities to a law enforcement agency.
  - D. To protect a family whose member(s) have been the victim of a hate crime.
  - E. To accommodate a member of a family who has mobility or other impairment that makes the person unable to use critical elements of the unit.
  - F. If there is involuntary disposition of the multi-family rental housing development by HUD under Section 203 of the Housing and Community Development Amendments of 1978.
  - G. If determined feasible by management, the RMHA will attempt to relocate affected residents into vacant units within the site. Other decisions related to modernization transfers will be made by the Chief Executive Officer or his/her designee. The RMHA may suspend normal transfer procedures to facilitate modernization type activities.
2. **Transfers for Approved Medical Reasons** - Residents may be transferred from their current housing unit in order to obtain reasonable accommodations of the needs of any resident with disabilities. The Authority may require medical documentation of a resident's condition from a physician or service provider and reserves the right to make

its own evaluation of such documentation. Normally such transfers will be within the resident's original neighborhood unless the appropriate size, reasonable accommodations and type of unit do not exist on the site. All other medical related transfer requests shall be determined solely by the Chief Executive Officer or his/her designee.

A resident who desires to relocate on advice of a physician or service provider for reasons other than inability to negotiate stairs may file an application for a different housing unit with the management on site.

### 3. **Transfers to Appropriately Sized Unit**

If Resident's family composition **NO LONGER** conforms to Management's Occupancy Standards for the unit occupied, Management may require the Resident to move into a unit of appropriate size.

This section establishes both that the RMHA has an obligation to transfer residents to the appropriately sized unit and that residents are obligated to accept such transfers. These will be made in accordance with the following principles:

- A. Determination of the correctly size housing unit shall be in accordance with the RMHA's Occupancy Standards.
- B. Single persons, elderly and handicapped residents who occupy a one bedroom housing unit will not be required to relocate into an efficiency (0-BR).
- C. Transfers into the appropriately sized unit will be made within the same neighborhood unless that size unit is not available on the site.
- D. Management may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contains a leaseholder capable of discharging lease obligations. The new household must apply to the RMHA for occupancy and be processed through the regular wait list procedures.

### 4. **Transfers for Non-handicapped families living in handicapped designated units.**

If the unit leased is a handicapped designated unit and the resident family occupying the unit is not a family with handicapped individuals, the resident agrees to transfer to a non-handicapped unit if and when the unit is needed for a handicapped family.

The RMHA may from time to time have an excess of handicapped accessible units. In an effort to get the best use of all units the RMHA may from time to time rent a handicapped designated unit to a family that has no handicapped members. The RMHA will advise



the family of the requirements to transfer if and when a handicapped designated family is determined eligible. If the family selected for the unit decides not to accept the unit because of the requirement to move at some date in the future, the refusal shall not count against the family.

This section establishes both that the RMHA has an obligation to transfer non-handicapped residents residing in handicapped designated units to non-handicapped designated units and that non-handicapped families are obligated to accept such transfers. These will be made in accordance with the following principles:

- A. Transfers to a non-handicapped designated unit will be made within the same neighborhood unless that size unit is not available on the site.
- B. Transfers to a non-handicapped designated unit will be made outside of the same neighborhood if that size unit is not available on the site.
- C. Management, may at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contain a legal leaseholder capable of discharging lease obligations. For the purposes of determining the priorities for transfers, this type of transfer shall be considered a RMHA initiated transfer.

#### **E1.2 PRIORITIES FOR TRANSFERS**

All transfers must be either for reasons of, approved medical reasons, for relocation to an appropriately sized unit or be initiated by the RMHA. No other reasons for transfers will be considered. Within the eligible types, transfers shall be performed over new move-ins according to the following priorities:

1. RMHA initiated transfers;
2. Transfers to a housing unit for approved health reasons;
3. Residents who are under-housed by two (2) or more bedrooms as is consistent with UPCS and Housing Code enforcement for the City of Rocky Mount;
4. Residents who are over-housed by two (2) or more bedrooms and not over-housed by the RMHA to remedy the vacancy rate;
5. Residents under housed by one (1) bedroom;
6. Residents over housed by one (1) bedroom.

RMHA initiated transfers always have priority over new move-ins. Within each priority type, transfers will be ranked by date. In transfers requested by residents for approved health

reasons or to move to a larger housing unit, the date shall be that on which the changed family circumstances are verified by on-site management. In the case of an involuntary transfer, the date will be that on which management verifies that the change occurred. Management reserves the right to immediately transfer any family who has misrepresented family circumstances or composition.

### **E1.3 TRANSFER PROCEDURES**

The RMHA staff shall:

- ❖ Determine whether a vacancy is used for a transfer or move-in based on priorities and established ratios.
- ❖ Coordinate actual transfers with other RMHA staff.
- ❖ Maintain transfer logs and records for audit.
- ❖ Notify residents with pending transfers as their name approaches the top of the list.
- ❖ Counsel with residents experiencing problems with transfers, assisting hardship cases to find assistance.
- ❖ Issue final offer of vacant housing unit as soon as vacant housing unit is identified.
- ❖ Issue notice to transfer as soon as vacant housing unit is available for occupancy. This notice will give the resident three (3) working days to complete transfer.
- ❖ Process transfer documents.
- ❖ Participate in planning and implementation of special transfer systems for modernization and other similar programs.
- ❖ Inspect both housing units involved in the transfer, charging for any resident abuse.

Only one offer of a housing unit will be made to each resident being transferred within their own neighborhood. A resident being transferred outside his/her own neighborhood will be allowed to refuse one offer only. In the case of a family being transferred from a unit which is uninhabitable, incorrectly sized, or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the case of a transfer outside the neighborhood, will be grounds for termination of the lease. When a person who has requested a single-level housing unit for approved medical reasons declines the offer of such a housing unit, the RMHA is not obligated to make any subsequent offers. The RMHA will notify the resident in such cases that the RMHA has discharged its obligations to the resident, that he/she remains in the housing unit at his/her own risk, and that the RMHA assumes no liability for his/her condition.

**E1.4 RELOCATION COST**

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family.
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Rocky Mount Housing Authority has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

**E1.5 RIGHT OF MANAGEMENT TO MAKE EXCEPTIONS**

The plan is to be used as a guide to ensure fair and impartial means of assigning units for transfer. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer. Management reserves the right to make exceptions to this policy as circumstances require, consistent with applicable regulations of the Department of Housing and Urban Development.

**FRAUD**

**F1.0 FRAUD**

The RMHA takes the position that:

“Any person who obtains or attempts to obtain or who establishes or attempts to establish eligibility for, and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for any public housing or a reduction in public housing rental charges or any rent subsidy or payment from a resident in connection with public housing to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation, or other fraudulent scheme or device shall be guilty of a fraud.”

The RMHA considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered.

Specifically:

1. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.
2. If any examination of the resident's file discloses that the resident made any misrepresentation (at the time of admission or any previous re-certification date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the resident may be required to vacate the housing unit even though he/she may currently be eligible.
3. A resident family who has made misrepresentation of income or family circumstances is subject to both eviction and being declared ineligible for future housing assistance.
4. If it is found that the resident's misrepresentations resulted in his/her paying a lower Resident Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the resident remains in occupancy, but failure to pay under terms established by the RMHA shall always result in immediate termination of the lease. The RMHA reserves the right to demand full payment within fourteen (14) days.
5. The RMHA shall report apparent cases of resident or applicant fraud to the appropriate government agency. It shall be the policy of the RMHA to press State and Federal authorities for prosecution of cases which, in the RMHA's judgment, appear to constitute willful and deliberate misrepresentation.

## RENT COLLECTION POLICY

### **G1.0 GENERAL SELECTION**

Rent is due on or before the first (1<sup>st</sup>) day of each month and is delinquent after the fifth (5<sup>th</sup>) working day of the month. In addition, a \$10.00 late charge will be assessed to the resident. All payments received after 4:00 P.M. shall be dated the next work day, but for delinquency purposes they will have the actual payment date noted on the receipt. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a nonpayment of rent and will incur the late charge.

Charges for maintenance and repairs beyond normal wear and tear and excess utility charges shall become due and collectible the first day of the second month following the month in which the charge is incurred. The RMHA will issue to resident, at a minimum, a two weeks' notice on charges due for excess utilities and maintenance repairs.

All payments received shall be applied to the oldest debt first, unless some charges are currently contested under a written grievance.

No amount shall be considered too small to issue an eviction warrant.

Management reserves the right to waive late charges or to accept payments after the delinquency date as determined on a case by case basis.

**ALL PAYMENTS MUST BE MAILED TO THE RMHA'S CENTRAL OFFICE, P. O. BOX 4717, ROCKY MOUNT, NORTH CAROLINA 27803**, or paid in such a manner as the RMHA prescribes in their duly adopted policies and procedures. Payments must be postmarked on or before the fifth (5th) working day of the month in order that a Resident not be charged the \$10.00 late fee.

A one-time extension of time within one calendar year to pay rent may be granted at the discretion of the Chief Executive Officer or Housing Authority Designee, provided the Resident has requested the extension prior to the fifth (5th) working day of the month. The one time extension will be granted the resident until the 15th day of the month. If the full rent has not been paid by the 15th day of the month, the RMHA will proceed with Lease termination.

When a personal check has been returned for insufficient funds, the resident will be charged a \$15.00 Return Check Charge, and no further personal checks will be accepted.

#### **G1.1 RENTAL PAYMENTS AFTER THE DELINQUENCY DATE**

- A. The RMHA may assess a late charge to all residents, except those residents who have received a waiver, on the delinquency date.
- B. Payments tendered by residents after the delinquency date and prior to a demand notice will be accepted by management provided all rent and other charges then due are paid in full. Pursuant to applicable statute (Article 29 of Chapter 157 of the North Carolina General Statutes), RMHA will accept partial rent payment and such acceptance does not constitute a waiver of, nor does it prejudice any of the Authority's rights relating to the Lease.
- C. No payments will be accepted after the expiration of the eviction notice unless the resident has made a written request for late payment and delay of court action. Such a request has been determined and approved for only those reasons which are genuine emergencies as determined by the RMHA management, or upon completion of rent counseling.
- D. A resident will be allowed to tender rent and other charges then due in full after termination of the dwelling lease only twice within a twelve (12) month period (RMHA fiscal year).
- E. Failure to make payments when due and before expiration of the dwelling lease termination, shall result in an issuance of a dispossessionary warrant upon expiration of all legal notices.

## **G1.2 PROCEDURES AFTER THE EXPIRATION OF THE TERMINATION OF THE DWELLING LEASE**

- A. Immediately after the expiration of the lease termination notice, management will issue a demand notice.
- B. No payments will be accepted after the demand notice is issued except from residents who have an approved request for late payment or complete rent counseling as outlined in G1.1 (D), provided the rent counseling is completed prior to the issuance of a dispossessory warrant.

## **G1.3 RETROACTIVE RENT CHARGES (REPAYMENT AGREEMENT)**

Retroactive Rent Charges will be due and payable within fourteen (14) days of written notice unless arrangements are made prior to this day to make installment payments. Normally retroactive rent installment payments must be computed not to exceed a three (3) month pay off. If the amounts are large and the resident will not be able to pay off the retro rent charge within three (3) months a repayment schedule may be established allowing a longer period, not to exceed twelve (12) months. Failure to comply with the repayment schedule may subject the Resident to eviction procedures.

## **G1.4 VACATED RESIDENTS WITH BALANCES**

Vacated residents will have fourteen (14) days from the date of the statement of Refund of Security Deposit and Unearned Rent to pay the account or make arrangements for payment. Accounts will be reported to the Credit Bureau and collection action will be taken after the expiration of this time period.

## **G1.5 HEARINGS AND GRIEVANCES**

The notice of termination shall inform the Resident that the Resident cannot request a grievance hearing for nonpayment of rent under the RMHA's grievance procedure. However, if a grievance is filed for other than "nonpayment of rent" it must be filed within five (5) calendar days from the date of the Termination Notice. If the fifth (5th) day falls on a weekend date or holiday, the five (5) day period will be extended through 5:00 P.M on the first working day after the weekend or holiday.

If a grievance was filed, and the actions of the RMHA were upheld by the Hearing Officer, a Notice to Vacate will be issued. If the Resident fails to quit the premises on the Termination date specified in the Notice of Termination, or within the statutory period on the Notice to Vacate, whichever is later, the RMHA will proceed with the eviction, and the Resident will be assessed court costs and any other charges due. **NOTE:** Eviction notices may go to the Clerk of Court following a grievance hearing concurrent with the Notice to Vacate.

If the resident does not request a hearing in writing within the time specified in the Notice of Termination, or the Resident does not follow the procedure for filing of a grievance, the RMHA may proceed with eviction through the Clerk of Court provided that the time required as specified in the Notice of Termination and all other applicable State and Federal regulations

have been complied with, and may thereafter, issue execution on any Judgment or Writ of Possession issued by a Court of Competent jurisdiction.

All sums in question relating to rent shall be deposited in an escrow account in the event a hearing is requested in regards to non-payment of rent under the grievance procedure. The rent will be deposited in the escrow account monthly pending determination on the merits. The Resident is not required to deposit into escrow, amounts representing other charges pending determination of the issues on the merits.





# Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System

(Final rule)

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Rocky Mount Housing Authority  
City of Rocky Mount, North Carolina

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Effective Date: December 29, 2009





**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**Special Attention of:**

Public Housing and Section 8 Program Administrators,  
Public Housing Hub Office Directors; Public Housing  
Resident Management Corporations; Resident Councils;  
Applicants and Participants of Public Housing, Housing  
Choice Voucher, Section 8 Moderate Rehabilitation,  
and Project-Based Certificate and Voucher Programs

**Notice PIH 2010 - 19 (HA)**

Issued: May 17, 2010

Expires: May 31, 2011

Cross References: 24 CFR §5.233,  
24 CFR §5.236, 24 CFR §908.101

**SUBJECT: Administrative Guidance for Effective and Mandated Use of the Enterprise  
Income Verification (EIV) System**

- Purpose:** This Notice provides Public Housing Agencies (PHAs) with administrative guidance related to the mandated use of HUD's Enterprise Income Verification (EIV) system, as required in accordance with the new HUD regulation, 24 CFR §5.233, as issued in the *Final Rule: Refinement of Income and Rent Determination Requirements in Public and Assisted Housing Programs: Implementation of the Enterprise Income Verification System-Amendments*, effective January 31, 2010, as published at 74 FR 68924, on December 29, 2009.
- Applicability:** This Notice applies to the following HUD-PIH rental assistance programs: Public Housing, Section 8 Moderate Rehabilitation, Project-Based Voucher, Project-Based Certificate, and Housing Choice Voucher (HCV) Programs.
- Background:** On December 29, 2009, HUD issued the final rule entitled *Refinement of Income and Rent Determination Requirements in Public and Assisted Housing Programs: Implementation of the Enterprise Income Verification (EIV) System-Amendments*, which requires PHAs to use the EIV system in its entirety to verify tenant employment and income information during mandatory reexaminations of family composition and income; and reduce administrative and subsidy payment errors in accordance with 24 CFR §5.236 and administrative guidance issued by HUD.

Using EIV as an upfront income verification (UIV) technique will be valuable in validating tenant-reported income during interim and annual reexaminations of family income; as well as streamlining the income verification process. This will result in less administrative burden in complying with third party verification requirements. Additionally, EIV will help to identify and cure inaccuracies in housing subsidy determinations, which will benefit PHAs, tenants, and taxpayers by ensuring that the level of benefits provided on behalf of families is proper and will prevent fraud and abuse within Public and Indian Housing (PIH) rental assistance programs.

4. **Effective Date:** This Notice is effective as of issuance date.
5. **The New HUD Regulation: 24 CFR 5.233.** Effective January 31, 2010, all PHAs are required to use the EIV system in its entirety. This means that PHAs must use all features of the EIV system to:
  - a. Verify tenant employment and income information during mandatory reexaminations of family composition and income in accordance with 24 CFR §5.236, and HUD administrative guidance; and
  - b. Reduce administrative and subsidy payment errors in accordance with HUD administrative guidance.
6. **What is the EIV System?** The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). This system is available to all PHAs nationwide. Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058.

All PHAs are required to review the EIV Income Report of each family before or during mandatory annual and interim reexaminations of family income and/or composition to reduce tenant under reporting of income and improper subsidy payments. EIV is classified as an UIV technique (or automated written third party verification), which helps to identify income sources and/or amounts that the tenant may not have disclosed. This UIV technique in many instances will reduce the need to mail or fax third party verification request forms to an income source. EIV also provides various reports to assist PHAs with the following:

- a. Identifying tenants whose reported personal identifiers do not match the SSA database;
  - b. Identifying tenants who need to disclose a SSN;
  - c. Identifying tenants whose alternate identification number (Alt ID) needs to be replaced with a SSN;
  - d. Identifying tenants who may not have reported complete and accurate income information;
  - e. Identifying tenants who have started a new job;
  - f. Identifying tenants who may be receiving duplicate rental assistance;
  - g. Identifying tenants who are deceased and possibly continuing to receive rental assistance;
  - h. Identifying former tenants of PIH rental assistance programs who voluntarily or involuntarily left the program and have a reportable adverse status and/or owe money to a PHA or Section 8 landlord.
7. **How to obtain access to the EIV System.** All PHA staff (including PHA-hired management agents), who have a need to access the EIV system, are required to complete and submit the EIV Access Authorization Form & Rules of Behavior and User Agreement to their designated EIV Coordinator in the local HUD office.

The form is available online at:

<http://www.hud.gov/offices/pih/programs/ph/rhiip/uivsystem.cfm>.

The user's access must be approved by the PHA Executive Director or designee in order for the local HUD office to process all EIV access requests. Individuals who will not directly access the EIV system, but will have access to the EIV data in printed or electronic form also are required to complete the EIV Access Authorization Form & Rules of Behavior and User Agreement and maintain it on file (do not submit the form to the local HUD office).

8. **The Verification Hierarchy.** PHAs should begin with the highest level of verification techniques.

PHAs are required to access the EIV system and obtain an Income Report for each household. The PHA is required to maintain the Income Report in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual reexaminations of family income and composition.

If the Income Report does not contain any employment and income information for the family, the PHA should attempt the next lower level verification technique, as noted in the below chart.

| Level | Verification Technique   | Ranking   |
|-------|--|---|
| 6     | Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants) | Highest (Mandatory)   |
| 5     | Upfront Income Verification (UIV) using non-HUD system   | Highest (Optional)  |
| 4     | Written third Party Verification   | High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information <b>and</b> is unable to provide acceptable documentation to support dispute) |
| 3     | Written Third Party Verification Form  | Medium-Low (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)   |
| 2     | Oral Third Party Verification  | Low (Mandatory if written third party verification is not available)  |
|       | Tenant Declaration   | Low (Use as a last resort when unable to obtain any type of third party verification)   |

**Note:** This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not available for verifying income of applicants.

## Verification Technique Definitions

### Third Party Verification Techniques

**Upfront Income Verification (UIV) (Level 6/5):** The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.

It should be noted that the EIV system is available to all PHAs as a UIV technique. PHAs are encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, to validate tenant-reported income.

**Written Third Party Verification (Level 4):** An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is the Department's position that such tenant-provided documents are written third party verification since these documents originated from a third party source. The PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

The PHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

**Note:** Documents older than 60 days (from the PHA interview/determination or request date) is acceptable for confirming effective dates of income.

**Written Third Party Verification Form (Level 3):** Also, known as traditional third party verification. A standardized form to collect information from a third party source. The form is completed by the third party by hand (in writing or typeset). PHAs send the form directly to the third party source by mail, fax, or email.

It is the Department's position that the administrative burden and risk associated with use of the traditional third party verification form may be reduced by PHAs relying on acceptable documents that are generated by a third party, but in the possession of and provided by the tenant (or applicant). Many documents in the possession of the tenant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

The Department recognizes that third party verification request forms sent to third party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some tenants may collude with the third party source to provide false information; or the tenant intercepts the form and provides false information.

The Department requires PHAs to rely on documents that originate from a third party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third party verification request form. The use of acceptable tenant-provided documents, which originate from a third party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

**Oral Third Party Verification (Level 2):** Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. PHA staff should document in the tenant file, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information.

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

### **Non-Third Party Verification Technique**

**Tenant Declaration (Level 1):** The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on tenant declaration, the PHA must document in the tenant file why third party verification was not available.

### **Exceptions to Third Party Verification Requirements**

HUD is aware that in some situations, third party verification is not available for a variety of reasons. Oftentimes, the PHA may have made numerous attempts to obtain the required verifications with no success, or it may not be cost effective to obtain third party verification of income, assets, or expenses, when the impact on total tenant payment is minimal. In these cases, the PHA is **required to document in the family file the reason(s) why third party verification was not available.**

The exception to third party verification can be found at 24 CFR §960.259(c)(1) and §982.516(a)(2), which states, "The PHA must obtain and document in the family file third party verification of the following factors, **or must document in the file why third party verification was not available.**"

9. **Third party verification requirements.** In accordance with 24 CFR §960.259(c)(1) and 24 CFR §982.516(a)(2) for the Public Housing and the HCV programs, respectively, the PHA must obtain and document in the tenant file third party verification of the following factors, or must document in the tenant file why third party verification was not available: (i) reported family annual income; (ii) the value of assets; (iii) expenses related to deductions from annual income; and (iv) other factors that affect the determination of adjusted income.
10. **How to comply with and reduce administrative burden of third party verification requirements of family annual income.** PHAs can comply with and reduce administrative burden of third party verification requirements for employment, wage, unemployment compensation and social security benefits, and any other information that is verifiable using EIV by:
- a. Reviewing the EIV Income Report to confirm/validate tenant-reported income; and
  - b. Printing and maintaining an EIV Income Report (or an EIV Individual Control Number (ICN) page for interim reexaminations as prescribed in Section 12 of this Notice) in the tenant file; and
  - c. Obtaining current acceptable tenant-provided documentation to supplement EIV information; and
  - d. Using current tenant-provided documentation and/or third party verification to calculate annual income.

**Note:** Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant. See PIH Notice 2010-03 for guidance on verifying Social Security benefit income through the EIV system.

The PHA may also reduce the administrative burden of obtaining third party verification by relying on acceptable documents that are generated by a third party, but provided by the tenant. Many documents in the possession of the tenant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

11. **When the PHA is required to request written third party verification** The PHA must request written third party verification under the following circumstances:
- a. When the tenant disputes the EIV information and is unable to provide acceptable documentation to support his/her dispute (24 CFR §5.236(b));
  - b. When the PHA requires additional information that is not available in EIV and/or the tenant is unable to provide the PHA with current acceptable tenant-provided documentation. Examples of additional information, includes but is not limited to:
    - i. Effective dates of income (i.e. employment, unemployment compensation, or social security benefits)
    - ii. For new employment: pay rate, number of hours worked per week, pay frequency, etc.
    - iii. Confirmation of change in circumstances (i.e. reduced hours, reduced rate of pay, temporary leave of absence, etc.)



**Note:** 24 CFR §5.236(a), prohibits PHAs from taking adverse action based solely on EIV information.

**12. Type of file documentation required to demonstrate PHA compliance with mandated use of EIV as a third party source to verify tenant employment and income information (24 CFR §5.233(a)(2)(i)).**

**A.** For each new admission (form HUD-50058 action type 1), the PHA is required to do the following:

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

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

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

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

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



**Note:** The ICN Page is available from the Summary Report tab. See sample screen shot below:

[Print-All](#)

| Summary Report   |                         | Certification Page | Income Report | Income Discrepancy Report |                      |  |
|--|-------------------------|--------------------|---------------|---------------------------|----------------------|--|
| <b>Head of Household Identifiers</b>   |                         |                    |               |                           |                      |  |
| Name:  | MIKILA                  |                    |               |                           |                      |  |
| Social Security Number:  | ***-**-****             |                    |               |                           |                      |  |
| Date of Birth (mm/dd/yyyy):  | XX/XX/1989              |                    |               |                           |                      |  |
| Program Type:  | Sec 8 Vouchers          |                    |               |                           |                      |  |
| Project:   |                         |                    |               |                           |                      |  |
| Unit Address:  | [REDACTED]              |                    |               |                           |                      |  |
| Participant Code:  |                         |                    |               |                           |                      |  |
| Annual Reexamination Date:   | 05/01/2010              |                    |               |                           |                      |  |
| Tenant Data from Form 50058 as of:   | 10/20/2009              |                    |               |                           |                      |  |
| Most Recent Type of Action:  | 3-Interim Reexamination |                    |               |                           |                      |  |
| Effective Date:  | 10/01/2009              |                    |               |                           |                      |  |
| <b>Household Members</b>   |                         |                    |               |                           |                      |  |
| Member SSN   | Member First Name       | Member Last Name   | Date of Birth | Age                       | Relationship         | Identity Verification Status                                     |
| ***-**-****  | MIKILA                  |                    | XX/XX/1989    | 20                        | Head                 | Verified   |
| ***-**-****  | MALAYA                  |                    | XX/XX/2009    |                           | Other youth under 18 | Verified   |
| The month and day values in the Date of Birth field have been masked for security reasons. |                         |                    |               |                           |                      |  |
|  |                         |                    |               | Provide ICN               |                      | <a href="#">Click here to generate printer-friendly ICN page</a> |
| Confidential Privacy Act Data. Civil and Criminal penalties apply to misuse of this data.  |                         |                    |               |                           |                      |  |
| Report Generated By - H18XXX NICOLE X FAISON   |                         |                    |               |                           |                      |  |

- ii. **EIV Income Report** when there is an income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report. See sample screen shot below.

| Summary Report   |                         | Income Report                  | Income Discrepancy Report |
|--|-------------------------|--------------------------------|---------------------------|
| <b>Head of Household Information</b>   |                         |                                |                           |
| Name:  | DEBRA [REDACTED]        |                                |                           |
| Social Security Number:  | [REDACTED]              |                                |                           |
| Program Type:  | Public Housing          |                                |                           |
| Project:   | [REDACTED]              |                                |                           |
| Effective Date of Action:  | 03/10/2009              |                                |                           |
| Annual Reexamination Date:   | 02/01/2010              |                                |                           |
| Projected Annual Wages and Benefits from Form HUD-50058:   | \$8,328.00              |                                |                           |
| Period Of Income for Discrepancy Analysis  | 12/10/2007 - 12/09/2008 |                                |                           |
| <b>Discrepancy Analysis</b>  | <b>Actuals</b>          | <b>Annualized Last Quarter</b> |                           |
| Reported Annual Wages and Benefits from EIV Data:  | \$24,919.06             | \$26,131.00                    |                           |
| Amount of Annual Income Discrepancy:   | (\$16,591.06)           | (\$17,803.00)                  |                           |
| Amount of Monthly Income Discrepancy:  | (\$1,382.59)            | (\$1,483.58)                   |                           |
| Percentage of Income Discrepancy:  | (66.58%)                | (68.13%)                       |                           |
| <small>Note: Negative numbers represent potential under reporting of Income. Please discuss this Income discrepancy with the tenant. Positive numbers represent potential decrease in tenant income.</small> |                         |                                |                           |
| Confidential Privacy Act Data. Civil and Criminal penalties apply to misuse of this data.  |                         |                                |                           |
| Report Generated By - H18XXX NICOLE X FAISON   |                         |                                |                           |

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

- i. **No Dispute of EIV Information:** EIV Income Report, current acceptable tenant-provided documentation, and *if necessary* (as determined by the PHA), traditional third party verification form(s). See examples 1 and 3 below.
- ii. **Disputed EIV Information:** EIV Income report, current acceptable tenant-provided documentation, and/or traditional third party verification form(s) for disputed information. See example 2 below.
- iii. **Tenant-reported income not verifiable through EIV system:** Current tenant-provided documents, and *if necessary* (as determined by the PHA), traditional third party verification form(s). See example 3 below.

#### **Example 1: No Disputed EIV Information & Tenant Provided Documents**

You are conducting an annual reexam with tenant, Mary Jones. Ms. Jones reports that she is employed at the ABC Box Company. You pull up the EIV income report for the Jones family, which shows quarterly wages from the ABC Box Company for the full year of 2008, and the first two quarters of 2009. Last year's (2009) annual reexam reflects wages from the same employer. There is no other income information on the report.

The PHA may streamline the income verification process by requesting Ms. Jones provide current pay stubs dated within the last 60 days of the interview or PHA request date. The PHA must obtain a minimum of two current and consecutive pay stubs from Ms. Jones. Since there is no disparity between tenant-reported and EIV-reported income, the PHA may obtain original and current tenant-provided pay stubs to calculate annual income.

The PHA may **not** use quarterly EIV wage (or unemployment benefit) information to calculate annual income since this information is at least six months old and more current income information (from pay stubs) is available.

#### **Example 2: Disputed EIV Information & No Tenant-Provided Documents**

You are conducting an annual reexam with tenant, Bob Miller. Mr. Miller reports that his only source of income is monetary support from his sister, Betty Miller. You pull up the EIV income report for the Miller family, which shows quarterly wages from the Home Depot for the full year of 2008, and the first two quarters of 2009. There is no other income information on the EIV report. Last year's (2009) annual reexam reflects no wage information and only source of income is other non-wage income (monetary support from family member).

You inform Mr. Miller that the EIV system shows wages from the Home Depot and ask him to provide you with current pay stubs. Mr. Miller states that he does not work there and has no pay stubs.

Because Mr. Miller disputes the EIV-reported income and is unable to provide documents to support his dispute, the PHA **must** request written third party verification from Home Depot. You mail a third party verification request form to the address listed for Home Depot.

A few days later, you receive the third party verification request form back from Home Depot, which indicates that Mr. Miller has been employed there since January 5, 2008, and a payroll summary report, showing Mr. Miller's bi-weekly gross and net pay since January 2008. Since the disputed EIV information has been confirmed to be correct by the independent third party source (Home Depot), the PHA will use the income information from the payroll summary report to calculate annual income. The PHA would also calculate the retroactive rent (using the information provided by Home Depot) since Mr. Miller failed to disclose his employment at the 2008 and 2009, annual reexams. The PHA would also inform Mr. Miller of this retroactive rent and take action according to PHA-established policies.

**Example 3: Tenant Unreported Income, Income not Verifiable through EIV & Tenant- Provided Documents**

You are conducting an annual reexam with tenant, Sharon Duvet. Ms. Duvet reports that her only source of income is child support and provides you with four current and consecutive child support pay stubs. You pull up the EIV Income Report for the Duvet family, which shows: hire date at the District Police Department effective January 9, 2005; quarterly wages from the District Police Department for the full years of 2005, 2006, 2007, and 2008, and the first two quarters of 2009. There is no other income information on the EIV Income Report. Last year's (2009) annual reexam reflects income from only child support. You inform Ms. Duvet that the EIV system is showing wages from the District Police Department and you ask her to provide you with current pay stubs. Ms. Duvet admits that she has been working at the District Police Department and indicates that she can provide you with current pay stubs. You inform Ms. Duvet that you will also have to calculate her retroactive rent for the previous years in which she did not disclose her employment. You go over the EIV-reported wages with Ms. Duvet and she indicates that she does not dispute the information.

Since Ms. Duvet does not dispute the EIV-reported information, the PHA may use the tenant provided documents to calculate income and rent for the 2010 annual reexam, and use the EIV-reported earnings for years 2005 through 2008, to calculate the retroactive rent Ms. Duvet will owe. The PHA should require Ms. Duvet to provide her last pay stub from 2009, or her 2009 W- 2, to calculate the retroactive rent for 2009. The PHA will use the tenant-provided child support pay stubs (child support income is not available in EIV) to calculate annual income from this source.

13. **What if the tenant does not provide the PHA with requested information?** If the tenant does not provide the requested information, the PHA may mail or fax a third party verification request form to the third party source. The PHA is **required** to request third party verification when the tenant disputes EIV information and the tenant is unable to provide acceptable documentation to support disputed information. However, the PHA should **also** remind the tenant that s/he is required to supply any information requested by the PHA for use in a regularly scheduled annual or interim reexamination of family income and composition.

The PHA may **determine** that the tenant is not in compliance with program requirements and terminate tenancy or assistance, or both, if the tenant fails to provide the requested information in a timely manner (as prescribed by the PHA).

14. **How to use EIV to reduce administrative and subsidy payment errors.** EIV has the ability to identify other potential issues which may impact a family's level of assistance. EIV contains stand-alone reports, which a PHA may generate at any time (i.e. Deceased Tenants Report, New Hires Report, Multiple Subsidy Report, Identity Verification Report, Income Discrepancy Report, Debts Owed to PHAs & Termination Report, and Immigration Report). However, it should be noted that the information from these stand-alone reports are contained in the Income Report for each household. PHAs are required to address any and all potential issues at the time of the annual or interim reexam, as conveyed in the Income Report.

PHAs may use the stand-alone reports to monitor staff's progress in reducing the following administrative and subsidy payment errors by using the listed reports:

- a. Incorrect/invalid SSNs/name/date of birth – Identity Verification Report
- b. Follow-up with families who need to disclose a SSN – Immigration Report
- c. Duplicate rental assistance – Multiple Subsidy Report
- d. Unreported increase in income – Income discrepancy Report
- e. Improper payments on behalf of deceased tenants – Deceased Tenants Report
- f. Unreported new employment (PHAs with interim increase policy) – New Hires Report
- g. Adverse Termination/Outstanding Debt to PHA – Debts Owed to PHAs & Termination Search

In order to ensure PHAs are aware of potential subsidy payment errors, PHAs are **required** to monitor the following EIV reports on a monthly basis:

1. Deceased Tenants Report
2. Identity Verification Report
3. Immigration Report

In order to ensure PHAs are aware of potential subsidy payment errors, PHAs are **required** to monitor the following EIV reports on a quarterly basis:

1. Income Discrepancy Report
2. Multiple Subsidy Report
3. New Hires Report (if your agency has an interim increase policy)

15. **How to use the EIV Income Report as a third party source to verify tenant employment and income information.** The EIV Income Report provides a variety of information about each household member of the family. The report contains the following information for each household member:

- a. Personal identifiers: name, date of birth, and SSN
- b. Identity verification status (pending, verified, deceased, or failed)
- c. Employment information
  1. New Hire Information (W-4)
    - i. Date hired
    - ii. Employer name
  2. Employer name, address, and employer identification number of current and past employers
  3. Quarterly earnings
- d. Quarterly unemployment compensation
- e. Social Security benefit information
  1. Social Security (SS) benefits
    - i. Payment status code
    - ii. Date of current entitlement
    - iii. Current net monthly benefit amount (if payable)
    - iv. Gross monthly benefit history (last 8 changes in benefit amount)
    - v. Lump sum payment amount and date
    - vi. Payee name and address
  2. Dual Entitlement (Social Security benefits under another person's SSN)
    - i. Claim Number (the other person's SSN)
    - ii. Payment status code
    - iii. Date of current entitlement
    - iv. Current net monthly benefit amount (if payable)
    - v. Gross monthly benefit history (last 8 changes in benefit amount)
    - vi. Payee name and address
  3. Supplemental Security Income (SSI)
    - i. Payment status code
    - ii. Alien indicator
    - iii. Current net monthly benefit amount
    - iv. Current monthly state supplement benefit amount (if available)
    - v. Gross monthly benefit history (last 8 changes in benefit amount)
    - vi. Payee name and address
  4. Medicare data
    - i. Payee name and address
    - ii. Monthly hospital insurance premium amount, buy-in status, and buy-in start and end dates
    - iii. Monthly supplemental medical insurance premium amount, buy-in status, and buy-in start and end dates
- f. Disability status and onset date
- g. Identity verification status
- h. Indicator of possible multiple rental subsidy
- i. Indicator of debt and/or termination information from another PHA (effective September 2010)

All EIV Income Reports contain the date the report was generated and by whom; and the date EIV received each type of information.

To minimize tenant underreporting of income, PHAs are required to obtain an EIV Income Report for each family any time the PHA conducts an annual or interim reexamination of family income and composition.

In accordance with 24 CFR §5.236(b)(2)(3), PHAs are required to compare the information on the EIV report with the family-reported information. If the EIV report reveals an income source that was not reported by the tenant or a substantial difference in the reported income information, the PHA is required to take the following actions:

1. Discuss the income discrepancy with the tenant; and
2. Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources; and
3. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, the PHA is required to request from the third party source, any information necessary to resolve the income discrepancy; and
4. If applicable, determine the tenant's underpayment of rent as a result of unreported or underreported income, retroactively\*; and
5. Take any other appropriate action as directed by HUD or the PHA's administrative policies.

\*The PHA is required to determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

**Note:** A substantial difference is defined as an amount equal to or greater than \$2,400, annually.

The tenant must be provided an opportunity to contest the PHA's determination of tenant rent underpayment. HUD regulations require PHAs to promptly notify tenants in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The tenant may contest the findings in accordance with the PHA's established grievance procedures, as required by HUD. The PHA may not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or grievance period.

When there is insubstantial or no disparity between tenant-reported and EIV-reported income information, the PHA is required to obtain from the tenant, any necessary documentation to complete the income determination process. As noted previously, the PHA may reject any tenant-provided documentation, if the PHA deems the documentation unacceptable. The PHA may reject documentation provided by the tenant for only the following HUD-approved reasons:

1. The document is not an original; or
2. The original document has been altered, mutilated, or is not legible; or

3. The document appears to be a forged document (i.e. does not appear to be authentic).

The PHA should explain to the tenant, the reason(s) the submitted documents are not acceptable and request the tenant provide additional documentation. If at any time, the tenant is unable to provide acceptable documentation that the PHA deems necessary to complete the income determination process, the PHA is required to submit a traditional third party verification form to the third party source for completion and submission to the PHA.

If the third party source does not respond to the PHA's request for information, the PHA is required to document the tenant file of its attempt to obtain third party verification and that no response to the third party verification request was received.

The PHA should then pursue lower level verifications in accordance with the verification hierarchy listed in section 8 of this notice.

16. **Tenant Repayment Agreement.** Tenants are required to reimburse the PHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA **must** terminate the family's tenancy or assistance, or both. HUD does **not** authorize any PHA-sponsored amnesty or debt forgiveness programs.

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

- a. Reference to the paragraphs in the Public Housing lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
- c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

PHAs are required to determine retroactive rent amount as far back as the PHA has documentation of family reported income. For example, if the PHA determines that the family has not reported income for a period of five years and only has documentation for the last three years, the PHA is only able to determine retroactive rent for the three years for which documentation is available.



The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family's monthly adjusted income. However, PHAs have the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures.

**Example:**

- Family's monthly adjusted income is \$1,230.
- Family's monthly rent payment is \$369 (30% of the family's monthly adjusted income).
- 40% of the family's monthly adjusted income is \$492.
- The monthly payment for the repayment agreement should not exceed \$123 per month (\$369 monthly rent + \$123 repayment = \$492, 40% of the family's monthly adjusted income.)

**Repayment Time Period.** The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.

**Example:** The tenant agrees to repay \$1,000, by making a monthly payment of \$25 for 40 months.

**Repayment Options.** Tenants have the option to repay the retroactive rent balance as follows:

1. In a lump sum payment; or
2. Monthly installment; or
3. A combination of 1 and 2, above
  - a. For example, a tenant may owe \$1,000, make a lump sum payment of \$300 and enter into a repayment agreement for the remaining balance of \$700.

**17. How long should the PHA maintain EIV printouts in a tenant file?** The PHA's record retention policy will determine the length of time the PHA should maintain EIV printouts in a tenant file. PHAs are authorized to maintain the EIV Income Report in the tenant file for the duration of tenancy and no longer than three years from the end of participation (EOP) date. In accordance with revised regulation, 24 CFR §908.101, PHAs are required to maintain at a minimum, the last three years of the form HUD-50058, and supporting documentation for all annual and interim reexaminations of family income. All records are to be maintained for a period of at least three years from the effective date of the action.

**18. Disclosure of an Individual's EIV Information.** The Federal Privacy Act (5 USC §552a, as amended) prohibits the disclosure of an individual's information to another person without the written consent of such individual. As such, the EIV data of an adult household member may not be shared (or a copy provided or displayed) with another adult household member, unless the individual has provided written consent to disclose such information.

However, the PHA is not prohibited from discussing with the head of household (HOH) and showing the HOH how the household's income and rent were determined based on the total family income reported and verified.

EIV information and any other information obtained by the PHA for the purpose of determining eligibility and level of assistance for a PIH rental assistance program may not be disclosed to third parties for any reason (even for similar verifications under other programs, such as eligibility for low income housing tax credit units, other federal or state assistance programs), unless the tenant has authorized such disclosure in writing.

#### 19. What to do if the EIV Information is incorrect.

Sometimes the source or originator of EIV information may make an error when submitting or reporting information about tenants. HUD cannot correct data in the EIV system. Only the originator of the data can correct the information. When the originator corrects the data, HUD will obtain the updated information with its next computer matching process. Below are the procedures tenants and PHAs should follow regarding incorrect EIV information.

***Employment and wage information*** reported in EIV originates from the employer. The employer reports this information to the local State Workforce Agency (SWA), who in turn, reports the information to HHS' National Directory of New Hires (NDNH) database.

If the tenant disputes this information, s/he should contact the employer directly, in writing to dispute the employment and/or wage information, and request that the employer correct erroneous information.

The tenant should provide the PHA with this written correspondence so that it may be maintained in the tenant file. If employer resolution is not possible, the tenant should contact the local SWA for assistance.

***Unemployment benefit information*** reported in EIV originates from the local SWA. If the tenant disputes this information, s/he should contact the SWA directly, in writing to dispute the unemployment benefit information, and request that the SWA correct erroneous information. The tenant should provide the PHA with this written correspondence so that it may be maintained in the tenant file.

***SS and SSI benefit information*** reported in EIV originates from the SSA. If the tenant disputes this information, s/he should contact the SSA at (800) 772-1213, or visit the local SSA office. SSA office information is available in the government pages of the local telephone directory or online at <http://www.socialsecurity.gov>.

**Note:** The tenant may also provide the PHA with third party documents which are in the tenant's possession to support their dispute of EIV information. The PHA, with the tenant's consent, is required to submit a third party verification form to third party sources for completion and submission to the PHA, when the tenant disputes EIV information and is unable to provide documentation to validate the disputed information. The tenant's failure to sign the consent form is grounds for termination of tenancy and/or assistance in accordance with 24 CFR §5.232.

**Debts owed to PHAs and termination information** reported in EIV originates from the PHA. If a current or former tenant disputes this information, s/he should contact the PHA (who reported the information) directly in writing to dispute this information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date in the PIH program.

**Identity Theft.** Seemingly incorrect information in EIV may be a sign of identity theft. Sometimes someone else may use an individual's SSN, either on purpose or by accident. SSA does not require an individual to report a lost or stolen SSN card, and reporting a lost or stolen SSN card to SSA will not prevent the misuse of an individual's SSN. However, a person using an individual's SSN can get other personal information about that individual and apply for credit in that individual's name. So, if the tenant suspects someone is using his/her SSN, s/he should check their Social Security records to ensure their records are correct (call SSA at (800) 772-1213); file an identity theft complaint with the local police department and/or Federal Trade Commission (call FTC at (877) 438-4338, or visit their website at: <http://www.ftc.gov/bcp/edu/microsites/idtheft/>); and s/he should also monitor their credit reports with the three national credit reporting agencies (Equifax, TransUnion, and Experian). The tenant should provide the PHA written documentation of filed identity theft complaint. (Refer back to paragraph on Employment and wage information regarding disputed EIV information related to identity theft).

Tenants may request their credit report and place a fraud alert on their credit report with the three national credit reporting agencies at: [www.annualcreditreport.com](http://www.annualcreditreport.com) or by contacting the credit reporting agency directly. Each agency's contact information is listed below.

### **National Credit Reporting Agencies Contact Information**

Equifax Credit Information Services, Inc.  
P.O. Box 740241  
Atlanta, GA 30374  
Website: [www.equifax.com](http://www.equifax.com)  
Telephone: (800) 685-1111

Experian  
P.O. Box 2104  
Allen, TX 75013  
Website: [www.experian.com](http://www.experian.com)  
Telephone (888) 397-3742

TransUnion  
P.O. Box 6790  
Fullerton, CA 92834  
Website: [www.transunion.com](http://www.transunion.com)  
Telephone: (800) 680-7289 or (800) 888-4213

20. **Security of EIV Data.** The data in EIV contains personal information on individual tenants which is protected under the Federal Privacy Act. The information in EIV may only be used for limited official purposes, as noted below.

**A. Official Purposes Include:**

1. PHAs, in connection with the administration of PIH programs, for verifying the employment and income at the time of interim and annual reexaminations.
2. HUD staff for monitoring and oversight of PHA compliance with HUD program requirements.
3. Independent Auditors hired by the PHA or HUD to perform a financial audit for use in determining the PHA's compliance with HUD program requirements, including verifying income and determining the accuracy of the rent and subsidy calculations.

**Restrictions on disclosure requirements for Independent Auditors:**

- (a) May only access EIV income information within family files and only within the offices of the PHA or PHA-hired management agent;
- (b) May not transmit or transport EIV income information in any form;
- (c) May not enter EIV income information on any portable media;
- (d) Must sign non-disclosure oaths that the EIV income information will be used only for the purpose of the audit; and
- (e) May not duplicate EIV income information or re-disclose EIV income information to any user not authorized by Section 435(j)(7) of the Social Security Act to have access to the EIV income data.

**B. Official Purposes Do NOT Include:**

1. Sharing the information with governmental or private entities not involved in the reexamination process specifically used for PIH rental assistance programs.

Disclosing the EIV information to other private or public entities for purposes other than determining eligibility and level of assistance for PIH rental assistance programs is prohibited since these entities are not a party to the computer matching agreements with the HHS and SSA. The fact that these entities may find the EIV beneficial for similar eligibility and determination purposes for other low-income housing programs or public benefits, does not permit these entities to use or view information in the EIV system that is covered by the computer matching agreements.

The computer matching agreements are governed by the Privacy Act and the Social Security Act. Specifically, sections 453(j)(7)(E)(ii) and (iv) of the Social Security Act (42 USC §653j) limit disclosure of the data matched between HUD and HHS' National Directory of New Hires (NDNH) database to PHAs, Independent Auditors, the Inspector General (IG) and Attorney General, private owners, management agents, and contract administrators of Multifamily Housing programs.

### C. Penalties for Willful Disclosure or Inspection of EIV Data.

1. **Unauthorized Disclosure** – felony conviction and fine up to \$5,000 or imprisonment up to five (5) years, as well as civil damages.
2. **Unauthorized Inspection** – misdemeanor penalty of up to \$1,000 and/or one (1) year imprisonment, as well as civil damages.

21. **Penalties for Noncompliance with Mandated EIV System Use.** PHAs may be subject to sanctions and/or the assessment of disallowed costs associated with any resulting incorrect subsidy or tenant rent calculation or both. It should be noted that HUD may impose a sanction on any PHA who does not have access to the EIV system or the PHA has access to the system, however, has not used the system within the last six months. To avoid sanctions or disallowed costs, PHAs should follow all formal and informal guidance provided to PHAs via webcast trainings, PIH Rental Housing Integrity Improvement Project (RHIP) periodic electronic mailings, and any other HUD Headquarters'-generated guidance.

**EIV System Tip Sheets (ETS).** PHAs are required to comply with guidance provided via ETS and HUD Headquarters-sponsored EIV training, via webcast and satellite. PIH will also post ETS to the PIH RHIP technical assistance web pages at: <http://www.hud.gov/offices/pih/programs/ph/rhiip/training.cfm>, and send via email to all subscribers of the PIH RHIP mailing list. ETS is designed to explain effective use of the EIV system to ensure PHAs' compliance with the third party verification requirements and reduce administrative and subsidy payment errors, so that PHAs may avoid penalties for failure to use the EIV system in its entirety.

22. **EIV System Training Information.** As a condition of initial and continued access to the EIV System, HUD and PHA staff are required to complete Annual Security Awareness training and EIV system training (initial (complete system training) and update (interim system changes) training) when offered by HUD Headquarters (HHQ). This training requirement also applies to those individuals who will not access EIV, but will view or handle printed and/or electronic EIV data. Individuals who will view and/or handle printed EIV information are required to complete only annual Security Awareness training (EIV system training is optional for these individuals). EIV training provided by third parties (other than HUD Headquarters) does not fulfill the mandatory EIV training requirement.

HHQ offers training in Washington, DC and via webcast at least once a year. EIV system users who need to complete EIV training may view EIV training webcasts at: <http://www.hud.gov/webcasts/archives/iv.cfm>. HUD offers a *Certificate of Completion* for a period of six months following the broadcast date, for those who desire confirmation of completed training.

However, it should be noted that a certificate is not required in order for an individual to be granted access to the EIV system or be certified for continued EIV system access. The most recent PIH RHIIP/EIV training was held on January 28, 2010. EIV system users may request a *Certificate of Completion* for this training through October 30, 2010.

Training information is posted at the following websites:

<http://www.hud.gov/offices/pih/programs/ph/rhiip/training.cfm> and is emailed to all subscribers of the PIH RHIIP mailing list. To subscribe to this mailing list, paste the following URL into your browser, enter your email address, and click

OK: <http://www.hud.gov/subscribe/signup.cfm?listname=Public%20and%20Indian%20Housing%20Rental%20Housing%20Integrity%20Improvement%20Project&list=PIH-RHIIP-L>

Instructions for requesting a *Certificate of Completion* is posted at

<http://www.hud.gov/webcasts/archives/iv.cfm> or

<http://www.hud.gov/offices/pih/programs/ph/rhiip/training.cfm>, and is automatically emailed to all subscribers of the PIH RHIIP mailing list.

EIV system users must complete HHQ-offered training as follows:

| Training Offered                                   | Training Must be Completed By |
|--|-------------------------------|
| October 1 <sup>st</sup> – March 31 <sup>st</sup>   | April 29 <sup>th</sup>        |
| April 1 <sup>st</sup> – September 30 <sup>th</sup> | October 30 <sup>th</sup>      |

New employees, who begin employment after March 31<sup>st</sup>, are required to complete the training by October 30<sup>th</sup>.

New employees, who begin employment after September 30<sup>th</sup>, are required to complete the training by April 29<sup>th</sup>, of the following year.

**Note:** Employees must complete the training **prior** to accessing the EIV system and/or printed EIV reports.

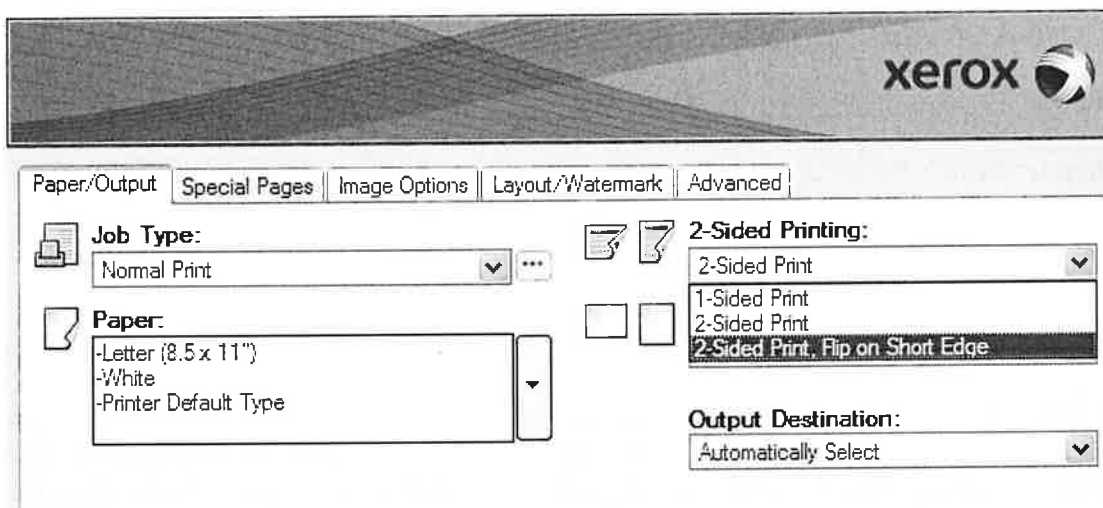
23. **Updating of PHA Policies and Procedures.** PHAs are required to immediately implement all new and modified regulatory requirements of the *Refinement of Income and Rent Determination Requirements in Public and Assisted Housing Programs: Implementation of the Enterprise Income Verification System-Amendments*.

The Department recognizes that many PHAs have already begun to modify existing policies and procedures to reflect use of EIV during all mandatory annual and interim reexams. PHAs should immediately update their policies and procedures to reflect these new regulatory provisions.

24. **Notice to Applicants and Tenants.** PIH is providing PHAs with the attached EIV system information guide that PHAs may provide to applicants and tenants of PIH rental assistance programs. PHAs are **not** required to distribute this document. However, PHAs are strongly encouraged to provide applicants and tenants with the *What You Should Know About EIV Guide* to educate families about EIV and inform them of how it affects their family.

There are two versions of the document: 1) with a signature block; and 2) without a signature block. HUD does not require applicants or tenants to acknowledge receipt of the document; however, PHAs may, at their discretion, require the family to acknowledge receipt of the guide. If your PHA will require families to acknowledge receipt of the guide, provide the family with a copy of the guide to take with them, and maintain a signed copy in the family file folder.

The guide is a two page document or one double-side printed document. To print the file on one page (if your printer has two-sided printing capability), select **Print Properties** when printing the document, select **2-Sided Print, Flip on Short Edge**, and then print. This document is not available for ordering from HUD. Simply click and print the guide.



Currently, the guide is only available in English, however, in the future; HUD may make this document available in other languages. As a subscriber to the PIH RHIP mailing list, you will automatically receive the guide in other languages, when they become available.

**Tip:** Print on color paper to add a little flare!

**25. Rental Housing Integrity Improvement Project (RHIP)/EIV Resources.** For your convenience, PIH EIV information is available on the web at the below listed URLs. Many of your questions can be answered by viewing information that is posted on the HUD web pages. Bookmark these pages:

**Overview of Upfront Income Verification (UIV)**

**Technique:** <http://www.hud.gov/offices/pih/programs/ph/rhiip/uiv.cfm>

**Training and Technical Assistance (including webcast training materials):**

<http://www.hud.gov/offices/pih/programs/ph/rhiip/training.cfm>

**EIV System, Access Authorization Form, and User**

**Manuals:** <http://www.hud.gov/offices/pih/programs/ph/rhiip/uivsystem.cfm>

**Subscribe to PIH RHIP Mailing**

list: <http://www.hud.gov/subscribe/signup.cfm?listname=Public%20and%20Indian%20Housing%20Rental%20Housing%20Integrity%20Improvement%20Project&list=PIH-RHIIP-L>

**PIH EIV Webcasts**

Archives: <http://portal.hud.gov/portal/page/portal/HUD/webcasts/archives/iv>

Latest EIV News: <http://www.hud.gov/offices/pih/programs/ph/rhiip/uivnewsflash.cfm>

**Income Discrepancy**

Resolution: <http://www.hud.gov/offices/pih/programs/ph/rhiip/indisres.cfm>

Public Notices: <http://www.hud.gov/offices/pih/programs/ph/rhiip/pubnotices.cfm>

**Report Fraud, Waste & Abuse to HUD**

OIG: <http://www.hud.gov/offices/pih/programs/ph/rhiip/uivreporting.cfm>

PIH Notices: <http://www.hud.gov/offices/pih/publications/notices/>

26. **Paperwork Reduction:** The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB under the Paperwork Reduction Act of 1995 (44 USC §3520) and assigned OMB control number(s) 2577-0083 and 2577-0266. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.
27. **For inquiries about this Notice contact:** the designated EIV Coordinator in the local HUD field office or Nicole Faison of HUD Headquarters' Office of Public and Indian Housing at (202) 475-7949, or via email at [PIH.RHIIP.TA@HUD.GOV](mailto:PIH.RHIIP.TA@HUD.GOV).

/s/

\_\_\_\_\_  
Sandra B. Henriquez, Assistant Secretary for  
Public and Indian Housing

**Attachments:**

1. *What You Should Know About EIV Guide* (with signature block)
2. *What You Should Know About EIV Guide* (without signature block)



# Pet Policy

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Rocky Mount Housing Authority  
City of Rocky Mount, North Carolina

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Except as otherwise specifically authorized under this pet policy, this Authority will not prohibit any Resident of its elderly or disabled housing projects from owning common household pets or having such pets living in the Resident's dwelling unit or

Restrict or discriminate against any person in connection with admission to, or continued occupancy of, such housing by reason of the person's ownership of common household pets or the presence of such pets in that person's dwelling unit.

## 1. DEFINITIONS

- A. The pet should not exceed 20 pounds.
- B. Common Household Pet means a domesticated animal, such as a dog, cat, bird, rodent (guinea pig, hamster, gerbil, or rabbit), fish or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. Many animals do not meet the definition of common household pet and management reserves the sole right to decide regarding any such animal listed under this section. The following includes but is not limited to animals considered to be of a vicious and/or attacking nature or animals otherwise not traditionally kept in the home for pleasure and therefore will not be permitted on the premises of the Rocky Mount Housing Authority:
- Any animal whose adult weight will exceed 20 pounds.
  - Dogs such as Pit Bulls, Rottweilers, Doberman Pinchers, German Shepherds, Bull Dogs or breeds not permitted under state or local law or code.
  - Reptiles such as snakes, alligators, lizards, iguanas, chameleons, etc.
  - Farm animals such as chickens, pigs, cows, mules, horses, etc.
  - Wild animals such as lions, leopards, bears, tigers, wolves, etc.
  - Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites.

If this definition conflicts with any applicable State or local law or regulations defining the pets that may be owned or kept in dwelling accommodations, the State or local law or regulation shall apply. This definition shall not include animals that are used to assist the disabled.

- C. Elderly or Disabled Family means a family who is elderly or disabled as defined in this Authority's Admissions and Continued Occupancy Policies.
- D. Project for the Elderly or Disabled means any project assisted under the United States Housing Act of 1937 (other than Section 8 or 17 of the Act), including any building within a mixed use project that was designated for occupancy by the elderly or disabled at its inception or, although not so designated, for which the Authority gives preference in Resident selection (with HUD approval) for all units in the project (or for a building in a mixed use project) to elderly or disabled families.

E. Authority means the Rocky Mount Housing Authority.

## 2. RULES GOVERNING THE KEEPING OF PETS

A. **Inoculations** - The pet owner will have the pet inoculated in accordance with State and Local laws. Proof of these inoculations will be furnished to the Authority upon request and no less often than annually.

B. **Sanitary Standards** - The pet owner shall exercise due care to keep the apartment and common areas in a sanitary condition. All removal pet waste shall be removed from the grounds immediately upon deposit by the pet and properly disposed of. All cages, aquariums, litter boxes, etc. will be cleaned on a regular basis and as often as necessary to prevent unsanitary conditions and odors.

C. **Pet Restraint** - Across both elderly/disabled and general occupancy developments, all pets must be appropriately and effectively restrained and under the control of a responsible person while in the common areas of the development. No pets are permitted in offices, maintenance areas or community facilities. USA Housing Agency has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas. In addition, the Rocky Mount Housing Authority has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants. A "Responsible Person" is any family member at least 18 years of age with the physical stamina and mental alertness to keep the pet under control and must be:

1. Familiar with the pet's temperament, disposition, and behavior patterns.
2. Aware of and willing to abide by the pet rules and lease provisions.
3. Able and willing to provide proper nourishment, medical attention, and general good care and treatment of the pet.
4. No pets will be allowed to run loose upon project grounds.

D. Any pet known to bite, or attack will not be permitted on RMHA property. (Pit Bull Dog, Rottweiler, Doberman Pincher, Bull Dog, or any similar dog is not allowed.)

E. Except while the pet is being exercised, the pet is to be kept within the confines of the apartment.

F. The apartment cannot be altered to accommodate or provide an enclosure for the pet.

**Fences cannot be erected on the project grounds.**

G. **Registration** - Pet owners are required to apply for and receive a pet permit before the pet is brought on to the project. This permit is to be renewed annually and, if possible, will be renewed during the annual re-certification of the Resident's income and family composition. This registration will include:

- i. A certificate signed by a licensed veterinarian, or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State or local law.
- ii. Information sufficient to identify the pet and to demonstrate that it is a common household pet, and.
- iii. The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet. The pet owner shall sign an addendum to the Lease agreement, incorporating this Pet Policy into said Lease. That Lease addendum shall contain the provision that the pet owner agrees to comply with this Pet Policy and that violation of the Pet Policy shall be grounds for removal of the pet or termination of the Pet Owner's tenancy (or both), in accordance with the provisions of the lease, State and Local laws.
- iv. The authority may refuse to register a pet if that pet is not a common household pet, if the keeping of the pet would violate any applicable house pet rule, if the pet owner fails to provide complete pet registration information or fails to annually update the pet registration, or if the Authority reasonably determines, based on the pet owner's habits and practices that the owner will be unable to keep the pet in compliance with the pet rules and other Lease obligations. The Authority may not refuse to register a pet based on a determination that the pet owner is financially unable to care for the pet or that the pet is inappropriate, based on the therapeutic value to the pet owner or the interest of the property or existing tenants. The pet owner will be notified if the Authority refuses to register a pet. The notice shall state the Authority's other Lease provisions. This notice of refusal may be combined with a notice of Lease violation. The pet owner shall have the right to a grievance hearing, as stated in the Authority's Lease and Grievance Procedures.

**H. Number of pets** - Only one four-legged, warm-blooded animal (i.e., dog, cat, hamster, etc.) is allowed per unit. Such animals shall not exceed 18 inches in height and/or 20 pounds in weight at maturity. Animals referenced under Prohibited Animals are not permitted even if they meet the weight and height criteria.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as one (1) pet.

**Financial Obligations:**

- i. The pet owner is encouraged to secure a Homeowners Policy including liability which would provide coverage for the pet's owner. We suggest that the coverage is to be no less than \$100,000.
- ii. If the pet is a cat or dog, the pet owner will be required to pay a pet deposit of Two Hundred Dollars (\$200.00). The pet owner may gradually accumulate this pet deposit by paying the Authority no less than fifty dollars (\$50.00) per month until the deposit is paid in full. The pet deposit is payable immediately upon approval of the pet permit. This deposit is in addition to the security deposit required by other conditions of the Lease. The pet deposit shall be used to pay only reasonable expenses directly attributable to the presence of the pet in the project, including (but not limited to) the cost of repairs and replacement to, and fumigation, of the Resident's dwelling unit. The Authority will refund that unused portion of the pet deposit to the Resident within a reasonable time after the Resident moves from the project or no longer keeps a pet in the dwelling unit. The pet deposit shall not be used to pay expenses while the pet owner is in possession of a pet.
- iii. A pet waste removal charge of Ten dollars (\$10.00) per occurrence may be assessed if a pet owner fails to remove pet waste in accordance with the pet rules.
- iv. Fumigation and pest control measures taken by the Authority directly attributable to the keeping of a pet in the apartment shall be charged to the pet owner, if said pet owner fails to control fleas and other common pests associated with keeping of animals in the apartment. Costs of the same will be billed to the Resident in the amount that it costs the Authority to employ a professional firm for this purpose.

**J. Standards for Pet Care**

**(a)** No pet shall be left alone for any unreasonable length of time. If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the Authority may contact the responsible party or parties listed in the pet registration required under this pet policy. If the responsible party or parties are unwilling or unable to care for the pet, or the Authority despite reasonable efforts has been unable to contact the responsible party or parties, the Authority may contact the appropriate State or local authority (or designated agent of such an authority) and request the removal of

the pet. If there is no such State or local authority (or designated agent of such an authority) authorized to remove the pet under these circumstances the Authority may enter the pet owner's unit, remove that pet and place that pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be borne by the pet owner. If the pet owner (or the pet owner's estate) is unable or unwilling to pay, the cost of the animal care facility may be paid from the pet deposit.

**(b)**Pets shall not be allowed to disturb other tenants in the quiet enjoyment of their homes. Pet owners will take adequate precautions to prevent a pet from disturbing other tenants, i.e., barking, howling, loud meowing, scratching, biting, etc.

**(c)**Pet owners will be required to take effective flea and other pest control measures with respect to the pet and the surroundings. Failure to do so will result in termination of the pet permit and the Authority taking pet control measures at the owner's expense.

4. It is not permissible to keep pets on premises that are not owned by the Resident.  
*(Meaning residents can't pet sit)*
5. This policy does not apply to animals that are used to assist persons with disabilities. Service and assistance animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner. Residents must ensure service and assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents. For an animal to be excluded from the pet policy and be considered a service animal, the person seeking to use and live with the animal must have a disability; and the person seeking to use and live with the animal must have a disability-related need for the service or assistance the animal provides. For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request, and the Rocky Mount Housing Authority approve, a reasonable accommodations request.

Nothing in this pet policy:

- a. Limits or impairs the rights of disabled individuals.
  - b. Authorizes the Authority to limit or impair the rights of disabled individuals, or.
  - c. Affects any authority that Authority may have to regulate animals that assist the disabled, under Federal, State or local law.
6. If there is an applicable State or Local law or regulation governing the keeping of pets,

the pet rules prescribed under this pet policy shall not conflict with such law or regulation. If such a conflict exists, the State or Local law or regulation shall apply.

Failure of this pet policy to address any State or local law or regulation does not relieve the pet owner from complying with applicable State or local requirements.

7. Nothing in this pet policy prohibits the Authority, or any appropriate community authority, from requiring the removal of any pet from a development, if the pet's conduct is duly determined to constitute, under the provisions of State or Local law, a nuisance or a threat to the health or safety of other occupants of the development or of other people in the community where the development is located.

Pet owners must maintain pets in accordance with RMHA policies, and in compliance with applicable state and local laws, animal control, and animal cruelty laws and regulations.





# Dwelling Lease for Rocky Mount Housing Authority

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Rocky Mount Housing Authority  
City of Rocky Mount, North Carolina

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Effective Date: July 27, 2022



# HOUSING AUTHORITY OF THE CITY OF ROCKY MOUNT, NORTH CAROLINA DWELLING LEASE

DEVELOPMENT NAME: WEST END TERRACE COMMUNITY or WEEKS ARMSTRONG COMMUNITY #:

DEVELOPMENT NO. NC019:

## 1. DESCRIPTIONS OF PARTIES AND PREMISES

A. The Housing Authority of the City of Rocky Mount (hereinafter called "RMHA") does hereby lease to Tyeka Howington hereinafter called "Resident" the dwelling located at 1005 Burton St. containing 3 bedroom(s) sometimes referred to herein as the "apartment", the "dwelling unit", and the "premises", under terms and conditions as follows: The premises are for the exclusive use and occupancy of the Resident and his/her household consisting of the named individuals as listed in Subsection 1.B below who will reside in the dwelling unit. Resident shall date and initial the following list whenever a household member(s) moves into or out of the apartment. RMHA must approve all additions of household member(s) to the lease and reserves the right to refuse admission or continued occupancy to household member(s) who do not meet criteria as outlined in the "Statement of Policies Governing Admission" and "Continued Occupancy of Public Housing" (Admissions Policy) or whose admission would result in a violation of occupancy standards as outlined in the "Admission Policy". The Resident agrees that no person(s) who has not been listed herein as a member of the household, with the approval of RMHA, shall occupy the apartment or any part thereof as a dwelling. **A violation of this agreement shall be considered a serious violation and grounds for termination of this lease.**

All references here into the Development" shall refer to the Public Housing Community generally known \_\_\_\_\_ and all references to the "Development Office" shall refer to the office of the RMHA at the Development, which is currently located at \_\_\_\_\_.

### B. MEMBERS OF HOUSEHOLD (NAME AND RELATIONSHIP):

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |

## 2. TERM OF LEASE

The lease shall begin on \_\_\_\_\_ and end at midnight on the last day of the twelfth month of signing the lease at a monthly rental of \$ \_\_\_\_\_. The rent for the first month or portion thereof is \$ \_\_\_\_\_ payable in advance on or before the first day of occupancy.

### AUTOMATIC RENEWAL OF LEASE AND MONTHLY RENT

This lease shall be automatically renewed for successive terms of one (1) year each (except for noncompliance with the community service requirements or any other section of the lease) at the monthly rent set forth above (subject to adjustment in accordance herewith) upon the payment by the Resident of such monthly rent on or before the **first day of the month**. There will be a charge of \$10.00 for late payment of rent after the fifth (fifth) working day of the month and a \$15.00 charge for returned checks. **NO FURTHER PERSONAL CHECKS WILL BE ACCEPTED IF A CHECK IS RETURNED BY THE BANKS AS INSUFFICIENT.** Pursuant to applicable statute (Article 29 of Chapter 157 of the North Carolina General Statutes), RMHA will accept partial rent payment and such acceptance does not constitute a waiver of, nor does it prejudice any of the Authority's rights relating to the Lease.

**The Resident will be sent a "Notice of Termination" in accordance with Section 9 and 10 of this lease for non-payment of rent.**

All payments must be mailed to the RMHA's main office mailing address or paid in such a manner as the Housing Authority prescribes in duly adopted regulations or policies. **All payments must be postmarked on or before the fifth working day** in order that a Resident not be charged the late fee.

The necessity of the RMHA to institute two (2) separate legal proceedings against the Resident, **within one (1) calendar year for non-payment of rent**, shall constitute good cause for **termination of this lease**.

### 3. UTILITIES AND APPLIANCES

RMHA Supplied utilities [966.4 (b)(1)] RMHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. 0

If indicated by an  below, RMHA provides the indicated utility as part of the rent for the premises:

Electricity  Natural Gas  Heating Fuel  Water  Sewage  Other TRASH REMOVAL

If indicated by an X below, RMHA shall provide the following appliances for the premises:

Refrigerator  Cooking Range

RMHA agrees to furnish utilities to the Resident in accordance with the schedule which is posted in the Development Office. The Resident agrees to pay for excess consumption, if any, in accordance with the schedule. RMHA will not be liable for failure to supply utility services for any cause whatsoever unless it fails to exercise reasonable diligence to remedy the failure.

RMHA Tenant-paid Utilities: If Tenant resides in a development where RMHA does not supply electricity, natural gas, heating fuel, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, RMHA will pay a Utility Reimbursement each month. [5.632]

RMHA may change the Allowance at any time during the term of the lease and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [965.473 (c)]

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If the Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

Tenant Responsibilities: Tenant agrees not to waste the utilities provided by RMHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f)(8)]

Tenant-paid Utilities [5.632] If indicated by an  below, RMHA shall provide Tenant with a Utility Allowance in the monthly amount totaling \$\_\_\_ for the following utilities paid directly by the Tenant to the Utility supplier:

Electricity  Gas  Heat  Tenant Supplied Refrigerator  
 Trash Removal  Water  Sewage  Tenant Supplied Cooking Range

### 4. SECURITY DEPOSIT

The Resident shall pay a security deposit of **\$250.00**. The Resident shall pay the full amount of the deposit on the "Occupancy Date."

All Security Deposits are held in a **noninterest** escrow account at a bank in Rocky Mount, North Carolina. Interest earned on security deposits shall accrue to the Resident's "Service Account". Upon termination of the lease, the deposit shall be applied toward payment of any indebtedness the Resident has to RMHA and any balance not so used shall be returned to the Resident or to the Resident's Estate if the Resident is deceased.

The security deposit will be returned to the Resident within thirty (30) days after the apartment is vacated provided:

- A. All rent and other charges are paid.
- B. The dwelling and its equipment are left clean and undamaged; and
- C. The keys to the dwelling are returned to the Management Office.

**The security deposit shall not be used to pay rent and other charges while the resident is in occupancy.**

### 5. REQUIRED PAYMENTS

In addition to the fixed amount as rent provide above, the Resident agrees to pay RMHA payments as follows:

- A. Amount chargeable for excess consumption of utilities, additional or special services, and use of special equipment all according to the schedule of fixed amounts for each of said categories by RMHA.
- B. Reasonable cost of repairs for damages to the leased dwelling, Development Facilities, or other Development Areas, intentionally or negligently, caused by the Resident. member(s) of the Resident's family, or their guest(s).

- C. The Schedule of special charges which will be made for services, use of additional equipment; and charges for repair will be adopted by RMHA from time to time and shall be posted in the Development Office. Said schedules are hereby incorporated in this lease by reference. Copies shall be furnished to applicants and Residents on request; and
- D. Charges for consumption of excess utilities if applicable and for maintenance and repairs beyond normal wear and tear shall become due and collectible the **first day of the second month following the month in which the charge is incurred**. RMHA will issue to Residents, at a minimum, Two weeks' notice on charges due to excess utilities and maintenance repairs.

## **6. REDETERMINATION OF ELIGIBILITY, RENT, AND UNIT SIZE**

- A. RMHA shall make an annual redetermination of eligibility for rent and size of dwelling unit required of each Resident. The Resident agrees to provide, in a form prescribed by RMHA, accurate information and facts as to the composition of his/her family. The Resident must attend the "Annual Recertification Interview" and sign the record showing the information there given; and shall become part of the "Dwelling Lease". Annual redetermination may occur more than once in twelve (12) month period as permitted in HUD Regulations. **FAILURE TO REPORT FOR RE-EXAMINATION AFTER PROPER NOTICE WILL CONSTITUTE GROUNDS FOR TERMINATION OF THE LEASE.**
- B. If, upon re-examination, the income of the Resident and his family warrants a change in rent under RMHA's approved "Schedule Of Income Limits Rents" posted in the Development Office, a new Lease will be executed, incorporating new rent to be charged, or RMHA will mail a written "Notice Of Rent Adjustment" to the Resident, and such "Notice Of Rent Adjustment" shall automatically constitute an amendment of this lease adjusting the rent according to that stated in such notice.
- C. If, upon re-examination, RMHA determines that the Resident family composition no longer conforms to RHMA "Occupancy Standards" for the unit occupied, RMHA may require the Resident to move to a unit of appropriate size. **Failure to transfer to the appropriate size dwelling is grounds for termination of lease.**
- D. If the Resident fails or refuses to furnish the information requested by RMHA, or if the Resident misrepresents the facts upon which the rent is based so that the rent charged is less than the rent which should have been charged. RMHA, upon discovering the misrepresentation, shall charge the rent which would have been imposed had the information been revealed. Retroactive rent shall be due and payable immediately when the charge is made.

In addition to the charging of retroactive rent in such cases, the Resident's misrepresentation shall be considered a serious violation of this lease and grounds for termination.

- E. Except as otherwise provided above, an increase in rent under this Section shall become effective the **first day of the second month** after the mailing of the "Notice of Rent Adjustment". A decrease in rent shall become effective on the **first day of the following month** which the change was reported, providing that the Resident furnishes adequate documentation to justify the decrease.
- F. If at regular re-examination or interim redetermination, it is impossible to verify Resident's income, a temporary rent will be charged. Residents must report to RMHA **every thirty (30) days** until a regular rent can be established. Such regular rent will be effective the date the temporary rent was set, any over-payment will be credited to Resident's account and any under-payment will be due and payable.
- G. The commencement or termination of public income of the Resident or his/her family shall be reported immediately to RMHA. To report any change in family composition or in income, the Resident must sign the required forms **in person** at the Management Office. If a resident reports a change of income that does not increase the household's accumulative income by \$2,400 or more annually (\$200.00 a month) an increase in rent will not be processed. Failure to report this information will cause us to charge rent retroactively to the month payment was due. Failure to make such reports shall constitute a violation of this lease and at the option of RMHA **grounds for termination**.

## **7. RESIDENT'S RIGHT TO USE AND OCCUPANCY**

During the term of this lease the premises may be used only as a residence for the Resident and his/her family which shall include reasonable accommodation of Resident's guest(s) or visitor(s) and may include. With the consent of RMHA, care of foster children and live-in care of a member of the Resident's family until time as the lease shall be terminated. **ANY GUEST(S) OR VISITOR(S) STAYING MORE THAN SEVEN (7) DAYS WITHIN ANY SIX (6) MONTH PERIOD IS NOT CONSIDERED A GUEST, ANY VIOLATION OF THIS CONSTITUTES TERMINATION OF THEIR LEASE.**

## **8. NON-RENEWAL FOR NON-PAYMENT OF RENT**

If the lease is not renewed, as is provided in Paragraph 2 above for Resident's non-payment of rent, RMHA may take possession of the premises if the Resident retains possession after such expiration of the lease and RMHA demands surrender of the premises. RMHA may forthwith institute all action of eviction under the provisions of Article 3, Chapter 42, of the "General Statutes of North Carolina" to remove the Resident from the dwelling unit. Such action shall not be instituted before the Resident has been given fourteen (14) calendar days' notice in writing that the lease has been terminated upon failure to pay rent and the Resident will be required to move.

## 9. TERMINATION OF LEASE

During the term of this lease (which is one year, as is stated above), RMHA shall not terminate the lease other than for violation of the provisions and conditions of the lease or other good cause. In terminating the lease other than for non-payment of rent, or by reason of Resident's creation or maintenance of a threat to the health or safety of other Residents or RMHA employees, RMHA shall give **thirty (30) calendar days' notice of termination** to the Resident in accordance with Paragraph 13 below. The notice of termination to the Resident shall state the reasons for the termination; and the notice of termination shall inform the Resident of his/her right to make such reply as he/she may wish and to request a hearing in accordance with RMHA's "Grievance Procedure". The Resident will be notified if Resident is not entitled to an administrative hearing.

## 10. NOTICE PROCEDURES

Notice to Resident shall be in writing and delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit or sent by prepaid first-class mail, properly addressed to the Resident at the premises. Residents must take responsibility for anyone accepting first-class and/or certified mail in their absence. The Authority will allow a Resident to examine documents which are directly related to an eviction.

## 11. NOTICE OF ABANDONMENT

A 'Notice of Abandonment' - Presumption of abandonment shall arise 10 or more days after RMHA has posted conspicuously a notice of suspected abandonment both inside and outside of the premises and has received no response from the tenant. The Rocky Mount Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent AND/OR has clearly indicated by words or actions an intention not to continue living in the unit. When a unit has been abandoned, a Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

## 12. RESIDENT'S RIGHT TO TERMINATE LEASE

The Resident may terminate this lease at any time by giving RMHA **Fourteen (14) calendar days'** notice in accordance with Paragraph 13 below. Failure to give proper notice will result in Resident being charged for up to **Fourteen (14) calendar days rent**, (Resident will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first).

## 13. HOUSING AUTHORITY'S OBLIGATIONS; (RMHA Shall Be Obligated, Under This Lease, To):

- A. Comply with requirements of applicable building codes, housing codes, and HUD Regulations materially affecting health and safety.
- B. Make necessary repairs, alterations, and improvements to the premises necessitated by normal wear and tear.
- C. Keep development buildings, facilities, and common areas, not otherwise assigned to the Resident or other Residents of the Development, for maintenance and up-keep in a clean and safe condition.
- D. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation, air-conditioning, and other facilities and appliances including elevators, supplied, or required to be supplied, by RMHA; provided that if maintenance or repairs are made necessary by reason of damages, intentionally or negligently, caused by the Resident, Resident's family, or guest(s), then the reasonable cost of such maintenance or repairs shall be charged to the Resident.
- E. Provide and maintain appropriate receptacles and facilities for the collection of garbage, rubbish, and other waste removed from the premises by the Resident in accordance with Paragraph 14 below.
- F. Supply running water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.
- G. To notify a Resident of the reasons for a proposed adverse action. Such action included, but is not limited to, a proposed lease termination, transfer of the Resident to another unit, or imposition of charges for maintenance and repairs, or for excess consumption of utilities.

## 14. RESIDENT'S OBLIGATIONS (the Resident Shall Be Obligated, Under This Lease):

- A. Not to assign the lease or sublease the premises.

- B. Not to provide accommodations for boarders or lodgers.
- C. To use the premises solely as a private dwelling unit for the Resident, the Resident's family and or dependent(s), and not to use or permit its use for any other purposes not approved by RMHA.
- D. To abide by necessary and reasonable regulations promulgated by RMHA for the benefit and wellbeing of the Housing Development and the Residents, which shall be posted in the Development Office, the same being hereby incorporated by reference in the lease.
- E. To comply with all obligations primarily imposed upon Residents by applicable provisions of building and housing codes materially affecting health and safety.
- F. To keep the premises and such other areas as may be assigned to him for maintenance and up-keep as clean and safe as the condition of the premises permits. Residents, 62 years of age or older, or a Residents having a mobile disability as verified in the Resident's file are exempt from lawn cutting (if applicable), provided there is no one else living in the premises who can perform said work.
- G. To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner.
- H. To use, in a reasonable manner, all electrical plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- I. To refrain from, and cause member(s) of the Resident's household, his/her family member(s), guest(s), and visitor(s) to refrain from, deliberately or negligently, destroying, defacing, damaging, or removing any part of the premises or Development.
- J. To pay reasonable charges for the repair of damages to the premises and Development buildings, facilities, or common areas, intentionally or negligently, caused by member(s) of the Resident's household, his family member(s), or guest(s).
- K. The Resident, any member(s) of the Resident's household, and guest(s) and visitor(s) shall conduct themselves in a manner which will not disturb his neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the Development in a safe and sanitary condition.
- L. Definition SMOKING: The term 'smoking' means any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, or other tobacco product in any manner or any form.

The Resident, any member(s) of the Resident's household, or a guest(s) or visitor(s), or other person(s) under the Resident's control shall not engage in Civil Activity. Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in any area of the property, both private and common, indoors and within 25 feet of the building(s) including entryways, balconies, and patios. This policy applies to all owners, tenants, guests, and service persons. Tenants are responsible for ensuring that family members, roommates and guests comply with this rule. Any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653(a), or in any other outdoor areas that the RMHA has designated as 'smoke-free' shall be cause for termination of tenancy.

- M. The Resident, any member(s) of the Resident's household, or a guest(s) or visitor(s), or other person(s) under the Resident's control shall not engage in or facilitate criminal activity on or off the premises, not just on or near the premises; and alcohol abuse that the RMHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other Residents. Doing so shall be cause for **termination** of tenancy. This includes, but is not limited to, violent criminal activity while the Resident is a Resident in Public Housing. "Violent Criminal Activity" means any felonious criminal activity that has one of its elements to use, attempted use, or threatened use of physical force against the person or property of another.

"Drug-Related Criminal Activity" means the illegal manufacture, possession with the intent to sale, distribution, or use of a controlled substance (as defined in Section 102 of the "Controlled Substances Act 21, U.S.C. 802").

In deciding to evict for criminal activity, the RMHA has discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family member(s), and the effects that the eviction would have on family member(s) not involved in the proscribed activity in appropriate cases, the RMHA may permit continued occupancy by remaining family member(s) and may impose a condition that family member(s) who engaged in the proscribed activity will not reside in the unit.

RMHA shall notify the local post office if an individual or family is evicted for criminal activity, including drug-related criminal activity, so that the post office will terminate delivery of mail for such (evicted) person(s) at the unit, and that such person(s) not return to the development for pick-up of the mail.

- N. Resident, any member(s) of the Resident's household, or a guest(s), visitor(s), or other person(s) under the Resident's control shall not engage in acts of violence or threats of violence including, but not limited to, the unlawful discharge of firearms, on or off the premises or the Development. **Firearms concealed or otherwise, are not permitted on the RMHA premises described as follows: common areas, outside the Resident's apartment, administration buildings, community centers, or playgrounds.**

Violation of said policy shall constitute grounds for eviction.

A Resident or household member(s) shall have the right to guest(s) and visitor(s) upon his/her premises, however, shall not include the right to have those people(s) whose presence might compromise the RMHA's ability to provide a clean, decent, safe, and sanitary living environment for Residents. Examples of such person(s) would include those who engage in disorderly conduct, assault, possession, or sale of narcotics, loitering for the purpose of engaging in drug activity, littering upon, or defacing Rocky Mount Housing Authority's property, person(s) who have been barred from the premises, or person(s) who have otherwise openly engaged in, or demonstrated a propensity for, conduct not suited to a family setting.

- O. No Resident or household member(s) shall consume any alcoholic beverages while on RMHA's premises unless that Resident is within the confines of his or her apartment unit. Further, no Resident shall allow any visitor(s) or guest(s) to consume any alcoholic beverages while on the RMHA's premises unless the visitor(s) or guest(s) is within the confines of the host's apartment interior. "Consume" shall be defined as the actual consumption of an alcoholic beverage, as well as the possession of or proximity to open alcoholic beverage containers.
- P. Conviction of a Resident or household member(s) of a felony committed anywhere, involving violence, threat, or danger to the person(s) or property of others such as murder, rape, robbery, burglary, and trafficking of drugs shall be deemed sufficient cause for RMHA to **terminate** such Resident's right of further occupancy and to **terminate** this lease with regard to such Resident, if the Resident's continued presence would, in the opinion of the RMHA, adversely affect the physical or social environment of the Development. A terminated household member(s) may subsequently reapply for admission to the household for which said member(s) was excluded. If the excluded member(s) can show that his/her presence in the Development will not adversely affect the Development, the excluded member(s) may resume living there if the member(s) otherwise qualifies with the consent of the RMHA, and the Resident.
- Q. To refrain from making any repairs, alterations or installing any equipment without the prior written consent of RMHA.
- R. To notify Management promptly of known needs for repairs to the dwelling unit and of known unsafe conditions in the common areas and grounds which lead to damage or injury.
- S. To pay reasonable charges for the repairs of damages to the premises or Development resulting from the negligent or intentional acts, omissions of Resident, member(s) of Resident's family, household, and their guest(s).
- T. Residents 18 years or older who are not working or in school or participating in a qualified work first program or other eligible training programs, will be required to do eight (8) hours of Community Service per month. Failure to do so will be grounds for Lease termination.
- U. Each Resident is to abide by the following rules and regulations while residing in the dwelling unit:
- a. No painting of apartment interiors except as permitted by RMHA in advance.
  - b. No contact, wallpaper, or wall tile in unit. No decals on walls, kitchen equipment, doors, cabinets, or windows.
  - c. No wall-to-wall carpeting, linoleum, or floor tile installation in units.
  - d. No painting of wooden or tile floors.
  - e. No water beds.
  - f. No re-wiring, plumbing alterations, or additions of any kind.
  - g. No gasoline and no gasoline operated equipment shall be stored on premises and no gasoline operated equipment, or vehicle is permitted inside apartments.
  - h. No kerosene or kerosene heaters are allowed on and inside premises.
  - i. Nothing shall be stored in or around the hot water heater, space heater, or any heat vent.
  - j. All vents will be free and clear from any item which may ignite from heat or any item which would prevent adequate heat circulation.
  - k. All curtains must be hung within a safe distance of any flammable source.
  - l. The use of roach bombs or extermination service is permitted as long as the Resident assumes full responsibility for damage to the dwelling unit and any potential health risk related to the same.
  - m. No hanging of rugs or any other item on front or back porch railings or fence.
  - n. No items in stairwells, hallways, on porches, or the grounds assigned to the unit except as permitted by RMHA in advance. Only furniture designed for the outside will be permitted on the porches and grounds.
  - o. No additional locks or changing of locks on any door in the unit or fence gate.



- p. Cable installation may be installed in a good workman-like manner, as directed by the RMHA. (See Management)
- q. Raw garbage must be disposed of in plastic bags and placed in garbage carts or dumpsters (if applicable). Children should not be sent to dumpsters that they cannot reach. No raw garbage/waste of any kind is to be thrown out in the yards.
- r. Garbage carts must be kept clean at all times.
- s. No throwing of garbage, trash, or debris in front and back yards or on roofs is permitted.
- t. Old furniture, tree limbs, etc. should not be placed in the dumpsters, only garbage; properly wrapped. Old furniture and other large items must be placed neatly by the curb on the scheduled pick-up day. Drying of clothing must be limited to clotheslines, and not on fences, porches, space heaters, water heaters, or ranges.
- u. Parking vehicles is permitted only in designated areas. **No Parking is allowed on any parts of the lawn. Vehicles will be towed without notice at the owner's expense.**
- v. No writing or painting on buildings, or exterior walls on the premises.
- w. No one is allowed on roof tops.
- x. No fencing, planting beds, or gardens are permitted except as approved by RMHA in advance. (See Management)
- y. No parking is permitted except in designated areas, and no washing or repairing of vehicles is permitted on the premises with the exception of repairing flat tires and changing batteries. These repairs must be made within 24 hours after discovery of condition. **Vehicles improperly parked will be towed at the owner's expense.**
- z. No blocking of dumpsters, handicapped ramps, or parking spaces is permitted; **vehicles will be towed at the owner's expense.**
- aa. No selling of any items is permitted on public, common areas or from the dwelling unit without approval from RMHA.
- bb. No use of public and/or common areas is permitted for group meetings unless approved by the Manager of the Development in writing.
- cc. Pets are allowed according to RMHA's Pet Policy (see attached policy).
- dd. Air conditioners must be installed in a workman-like manner in the location designated by RMHA.
- ee. No tampering with smoke detectors at any time.
- ff. The Resident nor his or her guest(s) or family member(s) will loiter anywhere on the RMHA's property at any time of the day or night.
- gg. No setting up swing sets, swimming pools of any kind, or basketball goals.

## 15. DAMAGE RENDERING THE PREMISES UNINHABITABLE

In the event the dwelling is rendered uninhabitable, the Resident shall immediately notify the Development Office of the extent of the damage. RMHA shall be responsible for repair of the unit within a reasonable time. Damage(s) intentionally or negligently caused by the Resident, family member(s), or guest(s) the cost of repairs shall be charged to the Resident in accordance with the RMHA "Charge-List". If alternative accommodations are available under the control of RMHA and circumstances are such that necessary repairs, cannot be made within a reasonable time, RMHA shall offer such alternative accommodations to the Resident. If alternative accommodations are not offered to the Resident, and if RMHA fails to repair the unit to render it habitable within a reasonable time, normally five (5) working days, and if nevertheless, the Resident elects to continue to occupy the dwelling unit, there shall be an abatement of rent in proportion to the seriousness of damage and loss in value as a dwelling, said amount to be established by RMHA and the Resident notified. However, if the Resident rejects alternative accommodations offered or if the damage to the dwelling unit was intentionally or negligently caused by the Resident, the Resident's family member(s) or guest(s), there shall be no abatement of rent. RMHA shall not be obligated to offer alternative accommodations to a Resident whose unit was intentionally or negligently damaged by Resident, Resident's household, family, or guest(s). If dwelling unit damage is fire-related and the local fire department, RMHA will not provide alternative accommodations, and the Resident must vacate the premises. Such a finding will constitute good cause for termination of their lease. The Resident will be required to pay the insurance deductible if a fire is caused by their negligence or the negligence of their guest(s)/visitor(s) and/or family member(s).

## 16. PRE-OCCUPANCY AND PRE-TERMINATION EVALUATION

RMHA shall prepare and furnish the Resident a written statement of the condition of the premises, the dwelling unit, and the equipment provided with the unit prior to Resident's occupancy. RMHA shall be further obligated to evaluate the unit at the time the Resident vacated the unit and to furnish the Residents a statement of any charges to be made in accordance with Paragraph 5 above. Provision shall be made for the Resident's participation in such evaluations, and RMHA and the Resident

shall be obligated to evaluate the unit.

**17. ENTRY OF PREMISES DURING THE TERM OF LEASE**

Other provisions of this lease notwithstanding, RMHA may enter the premises occupied by Resident after at least two (2) days' notice for the purpose of examining its condition or making improvements or repairs. Entry shall be made during reasonable hours. The notice shall be in writing specifying the date, time, and purpose of the entry. However, entry can be made anytime without notice when there is reasonable cause to believe that an emergency exists that's likely to endanger the life or health of persons or to destroy or damage property. If the Resident and all adult member(s) of the household are absent from the premises, a written statement specifying the date, time, purpose of entry shall be prepared prior to leaving the premises.

**18. GRIEVANCE PROCEDURE**

Except for the consequence of non-payment of rent set forth in Paragraph 3 above, all disputes concerning the obligations of the Resident and RMHA shall be resolved in accordance with RMHA's "Grievance Procedure", a copy of which is hereto attached. If required payments are in dispute, the amount in dispute shall be paid to RMHA to be held in escrow pending the settlement of the dispute. Amount not in dispute shall be paid directly to RMHA.

**19. ADDITIONAL COMMENTS OF LEASE**

The Resident shall abide by and be governed by the provisions of the Resident's "Handbook" and the "Statement of Policies Governing Housing Developments" which purport to be mandatory, and which have been posted in the Central Office and the Development Office, as they may be revised from time to time.

**20. CHANGES IN LEASE**

Except as specifically provided herein, this lease shall not be changed or modified in any way except by agreement in writing duly executed by RMHA and the Resident.

**21. ACCOMODATIONS OF PERSONS WITH DISABILITIES**

For all aspects of the lease and "Grievance Procedures", a handicapped person shall be provided reasonable accommodations of the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person. RMHA hereby provides a notice to each Resident that the Resident may, at any time during the tenancy, request reasonable accommodations for a handicapped household member(s), including reasonable accommodations, so that the Resident can meet lease requirements, or other requirements of tenancy.

THIS LEASE IS EXECUTED ON THIS \_\_\_\_\_ DAY \_\_\_\_\_ 2023  
IN THE PRESENCE OF:

RMHA Representative: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
RESIDENT (HOH)

\_\_\_\_\_  
SPOUSE

\_\_\_\_\_  
Other Adult (18 years or older)

\_\_\_\_\_  
Other Adult (18 years or older)

\_\_\_\_\_  
Other Adult (18 Years or older)

\_\_\_\_\_  
Other Adult (18 Years or older)

**ROCKY MOUNT HOUSING AUTHORITY'S RENT COLLECTION POLICY**

Rent is due **THE FIRST DAY OF THE MONTH**. There will be a charge of **\$10.00 FOR LATE PAYMENT** of rent after the **FIFTH (5<sup>TH</sup>) WORKING DAY OF THE MONTH** and a **\$15.00 CHARGE FOR RETURNED CHECKS**.

The Resident will be sent a "**NOTICE OF TERMINATION**" in accordance with Section 9 and 10 of the "Dwelling Lease" above for non-payment of rent.

The necessity of the RMHA to institute **TWO OR MORE** separate legal proceedings against the Resident within **ONE CALENDAR YEAR FOR NON-PAYMENT OF RENT** shall constitute good cause for termination of this lease.

**All payments will be mailed into the RMHA's Main Office's mailing address as follows:**

**Rocky Mount Housing Authority  
Post Office Box 4717  
Rocky Mount, North Carolina 27803**

All payments must be **POSTMARKED ON OR BEFORE THE FIFTH (5<sup>TH</sup>) WORKING DAY** in order that a Resident not be charged the late fee.



# Market Value Flat Rents Resident Choice of Rent

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Rocky Mount Housing Authority  
City of Rocky Mount, North Carolina

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Effective Date: January 1, 2023





**CHIEF EXECUTIVE OFFICER**  
KELVIN L. MACKLIN

**WEST END TERRACE**  
1006 Aycock Street  
Rocky Mount, NC 27803

**WEEKS ARMSTRONG**  
1065 Pinehurst Drive  
Rocky Mount, NC 27801

**HOUSING AUTHORITY  
OF THE CITY OF  
ROCKY MOUNT, NORTH CAROLINA**

27803-0717  
POST OFFICE BOX 4717  
Telephone (252) 977-3141  
Voice &TDD  
Fax (252) 977-6210 WET  
Fax (252) 977-2587 WAH

**BOARD OF COMMISSIONERS**

KELLY SHORE, CHAIRMAN  
RUSSELL JACKSON  
LEA HENRY  
ANNETTE WILLS  
TARRICK PITTMAN  
BENTON MOSS  
TED LORD

**LEASE ADDENDUM**  
**RENT DETERMINATION PROCESS**  
**RESIDENT CHOICE OF RENT**

**a. Income-Based Rent**

RENTS CHARGED BY THE RMHA ARE THE GREATEST OF THE FOLLOWING:

- 10% of Gross monthly income
- or
- 30% of adjusted monthly income
- or
- \$50.00 RMHA minimum rent

No resident will pay less than the minimum rent of \$50.00 per month adopted by the board and effective July 1, 2005. This means that families paying zero rent or a rent less than \$50.00 will be charged the RMHA's minimum rent in effect at that time.

**b. FLAT RENT – (effective January 1, 2023)**

This rent figure may vary pending studies done by RMHA. The current flat rents are posted by RMHA in the Housing Manager Office and the Main Administration Building.

**RMHA FLAT SCHEDULE**

- 0 bedroom – \$70.00**
- 1 Bedroom - \$574.00**
- 2 Bedroom - \$712.00**
- 3 Bedroom - \$968.00**
- 4 Bedroom - \$1058.00**
- 5 Bedroom - \$1070.00**

I, \_\_\_\_\_ hereby choose the following rent:

- a. Income-based rent \_\_\_\_\_
- b. Flat rent of \_\_\_\_\_ for a \_\_\_\_\_ bedroom apartment

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Housing Manager

\_\_\_\_\_  
Date





Post 10/01/2022  
Effective 01/01/2023

## ROCKY MOUNT HOUSING AUTHORITY 2023 FLAT RENT ANALYSIS

| <u>COMMUNITY</u>            | <u>BEDROOM SIZE</u> |          |          |            |            |            |
|-----------------------------|---------------------|----------|----------|------------|------------|------------|
| West End                    | 0                   | 1        | 2        | 3          | 4          | 5          |
| APM1 - FMR (2023)           | \$712.00            | \$717.00 | \$890.00 | \$1,210.00 | \$1,323.00 | \$1,338.00 |
| 80% of RMR (2023)           | \$570.00            | \$574.00 | \$712.00 | \$968.00   | \$1,058.00 | \$1,070.00 |
| 2022 flat rent<br>(current) | \$625.00            | \$639.00 | \$813.00 | \$1,106.00 | \$1,198.00 | \$1,148.00 |
| 2023 Actual Flat<br>Rent    | \$570.00            | \$574.00 | \$712.00 | \$968.00   | \$1,058.00 | \$1,070.00 |

| <u>COMMUNITY</u>            | <u>BEDROOM SIZE</u> |          |          |            |            |            |
|-----------------------------|---------------------|----------|----------|------------|------------|------------|
| Weeks Armstrong             | 0                   | 1        | 2        | 3          | 4          | 5          |
| APM2 - FMR (2023)           | \$712.00            | \$717.00 | \$890.00 | \$1,210.00 | \$1,323.00 | \$1,338.00 |
| 80% of RMR (2023)           | \$570.00            | \$574.00 | \$712.00 | \$968.00   | \$1,058.00 | \$1,070.00 |
| 2022 flat rent<br>(current) | \$625.00            | \$639.00 | \$813.00 | \$1,106.00 | \$1,198.00 | \$1,338.00 |
| 2023 Actual Flat<br>Rent    | \$570.00            | \$574.00 | \$712.00 | \$968.00   | \$1,058.00 | \$1,070.00 |



# Community Service and Self-Sufficiency Requirement

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Rocky Mount Housing Authority  
City of Rocky Mount, North Carolina

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EFFECTIVE DATE: REVISED AUGUST 2017



# ROCKY MOUNT HOUSING AUTHORITY

## COMMUNITY SERVICE AND SELF-SUFFICIENCY REQUIREMENT

### A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt public housing adult residents, age 18 or older, voluntarily contribute eight hours per month of community service or participate in eight hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement with the Rocky Mount Housing Authority.

### B. Definitions

**Community Service:** Volunteer work, which includes; but is not limited to:

- ❖ Work at a local institution including, but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.;
- ❖ Work with a non-profit organization that serves PHA residents or their children such as: Boy Scouts, Girl Scouts, Boys and Girls Clubs, 4-H programs, PAL;
- ❖ Garden Center, Community clean-up programs, beautification programs, other youth or senior organizations.
- ❖ Work at the Authority to help improve physical conditions;
- ❖ Work at the Authority to help with children's program;
- ❖ Work at the Authority to help with senior programs;
- ❖ Help neighborhood groups with special projects;
- ❖ Work through a resident organization to help other residents with problems, serving as an officer in a resident organization, serving on the Resident Advisory Board and;
- ❖ Care for the children of other residents so they may volunteer.

**NOTE:** *The RMHA may not substitute Community Service or Self-Sufficiency activities performed by a resident for work that is ordinarily performed by an RMHA employee or replace a job at any location where residents perform activities to satisfy the service requirement.*



**Self-Sufficiency:** Activities that include but are not limited to:

- ❖ Job readiness programs;
- ❖ Job training programs;
- ❖ GED classes;
- ❖ Substance abuse and mental health counseling;
- ❖ English proficiency or literacy (reading) classes;
- ❖ Apprenticeships;
- ❖ Budgeting and credit counseling;
- ❖ Any kind of class that helps a person toward economic independence; and
- ❖ Full-time student status at any school, college or vocational school.

**Exempt Adult.** An adult member of the family who is:

- ❖ Age 62 years or older;
- ❖ Blind or disabled (as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416 (i) (1); 1382c) and who certifies that because of this disability they are unable to comply with the service provisions; or primary caretakers of such individuals.
- ❖ Engaged in work activities as defined in section 407(d) of the Social Security Act (42 U.S. C. 607(d), a minimum of 20 hours per week, specified below:
  - 1) Unsubsidized Employment;
  - 2) Subsidized private-sector Employment;
  - 3) Subsidized public-sector Employment;
  - 4) Work Experience (including work associated with the refurbishing of publicly assisting housing) if sufficient private sector employment is not available.
  - 5) On-the-job training;
  - 6) Job search and job readiness assistance;
  - 7) Community Service programs;
  - 8) Vocational educational training (not to exceed 12 months with respect to any individual);
  - 9) Job skills training directly related to employment;





- 10) Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
- 11) Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
- 12) The provision of childcare services to an individual who is participating in a community service program.
- 13) Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which PHA is located including a State-administered Welfare-to-Work program; or,
- 14) A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State<sup>1</sup> in which the PHA is located, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.
- 15) HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state. Therefore, if a tenant is a member of family receiving assistance under SNAP, and has been found by the administering State to be in compliance with the program requirements, that tenant is exempt from the Community Service requirement. **SNAP benefits very from county. SNAP benefits in Nash and Edgecombe counties are geared toward the elderly, 62 years or older.**

The authority requires a minimum 20 hours per week for a work study activity exemptions as described in Section 407(d) of the Social Security Act, and implementing regulations 45CFR Part 261.31(a) (I).

### C. Requirements of the Program

1. The eight hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.
2. The required community service or self-sufficiency activity may be completed at 8 hours each month or may be aggregated across a year. It is recommended that at least 8 hours of activity should be performed each month. An individual may skip a month and then double up the following month as long as the 96 hours are performed within a 12 month period. Any blocking of hours is



acceptable as long as 96 hours is completed by each annual certification.

3. Activities must be performed within the jurisdiction area of the Rocky Mount Housing Authority.
4. Family Obligations:
  - ❖ At initial lease execution, all adult members (18 or older) of a public housing resident family must:
    - a. Provide documentation that they are exempt from the Community Service requirement if they qualify for an exemption, and
    - b. Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in no renewal of their lease.
  - ❖ RMHA reserves the right to use their discretion to track the submission of 8 hours of completed community service hours monthly. The resident is encouraged to submit the completed documentation form, provided by the Housing Authority on a monthly basis. The form will include places for signatures of supervisors, instructors, or counselors certifying the number of hours contributed. The resident is required to complete the total of 96 hours by each annual recertification.



- ❖ If a family member is found to be noncompliant at re-examination, he/she and the head of household may be allowed to sign an agreement with the Housing Authority to make up the deficient hours over the next twelve-month period.
5. Change in exempt status:
- ❖ If at any time, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Housing Authority and to provide documentation of the exemption.
  - ❖ If at any time the exempt person becomes non-exempt, it is his/her responsibility to report this to the Housing Authority. The Housing Authority will provide the person with the recording/certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

**D. Authority Obligations**

1. To the greatest extent possible and practicable, the Authority will:
  - ❖ Provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. (According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement); and
  - ❖ Provide in-house opportunities for volunteer work or self-sufficiency programs.
2. The Authority will provide the family with exemption verification forms and recording/certification forms and a copy of this policy at time of lease execution.
3. The Authority will make a final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
4. Non-compliance of family member:
  - ❖ At least 30 days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members;
  - ❖ If the Authority finds a family member to be non-compliant, the Authority will enter into an agreement with the non-compliant member and the head of household to make up the deficient hours over the next twelve-month period;



- ❖ If, at the next re-examination, the family member still is non-compliment, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member, other than he head of household, agrees to move out of the unit;
- ❖ The family may use the Authority's Grievance Procedure to protest the lease termination.

The undersigned certifies that he/she has received a copy of this policy and has had an opportunity to ask questions regarding its implementation.

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Resident Signature

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Date





# Violence Against Women Act (VAWA) Policy

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Rocky Mount Housing Authority  
City of Rocky Mount, North Carolina

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# Violence Against Women Act (VAWA) Policy

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On November 16, 2016, HUD published its VAWA Final Rule implementing the requirements of VAWA 2013 through HUD regulations (81 FR 80724). Implementing regulations for the Public Housing and HCV programs can be found at Code of Federal Regulations (CFR) Part 5, Subpart L, Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, as well as various subparts of 24 CFR Parts 905, 960, 966, 982, and 983.

Additional background information on VAWA may be found in *Section I* of the preamble to the VAWA Final Rule, which starts on page 80725 of the Federal Register publication.

VAWA protections are not limited to women. Victims of domestic violence, dating violence, sexual assault, or stalking are eligible for protections without regard to sex, gender identity, or sexual orientation. Victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age, and HUD programs must also be operated consistently with HUD's Equal Access Rule, which requires that HUD-assisted and HUD-insured housing are made available to all otherwise eligible individuals and families regardless of actual or perceived sexual orientation, gender identity, or marital status. (24 CFR 5.2001(a))

The VAWA Final Rule provides that an applicant for assistance or a tenant/participant receiving assistance under a covered housing provider may not be denied admission to, denied assistance under, terminated from participation in, or evicted from housing on the basis or as a *direct result* of the fact that the applicant or tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. (See 24 CFR 5.2005(b)(1).)

## **1.0 Purpose**

The purpose of this Policy is to reduce domestic violence, dating violence, and stalking and to prevent homelessness by:

- (a) Protecting the safety of victims;
- (b) Creating long-term housing solutions for victims;
- (c) Building collaborations among victim service providers; and
- (d) Assisting RMHA to respond appropriately to the violence while maintaining a safe environment for RMHA, employees, tenants, applicants, Section 8 participants,



program participants and others.

The policy will assist the Rocky Mount Housing Authority (RMHA) in providing rights under the Violence Against Women Act (VAWA) to its applicants, public housing residents, Section 8 participants and other program participants.

This Policy is incorporated into RMHA's "Admission and Continued Occupancy Policy" and "Section 8 Administration Plan" and applies to all RMHA housing programs.

## 2.0 Definitions

The definitions in this Section apply only to this Policy.

**Actual and imminent threat** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

**Affiliated individual**, with respect to an individual, means:

- a. A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- b. Any individual, tenant, or lawful occupant living in the household of that individual.

**Bifurcate** means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

**Confidentiality:** Means that RMHA will not enter information provided to RMHA by a victim alleging domestic violence into a shared database or provide this information to any related entity except as stated in 3.4

**Covered housing provider** refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities.

**Dating Violence:** Violence committed by a person (a) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (b) where the existence of such relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; (iii) the frequency of interaction between the persons involved in the relationship. 42 U.S.C. §1437d (u) (3) (A), § 13925.

**Domestic violence** includes felony or misdemeanor crimes of violence committed by:

- a. a current or former spouse or intimate partner of the victim,
- b. by a person with whom the victim shares a child in common,
- c. by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- d. by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
- e. by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

**Perpetrator:** A person who commits an act of domestic violence, dating domestic violence or stalking against a victim.

**Sexual assault** means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

**Stalking:** (a) to follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim; (b) to place under surveillance with the intent to kill, injure, harass or intimidate the victim; (c) in the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim; or (d) to cause substantial emotional harm to the victim, a member of the immediate family of the victim or the spouse or intimate partner of the victim. 42 U.S.C. §1437d (u) (3) (C), § 13925. (e).means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

**Bona Fide Claim:** A *bonafide* claim of domestic violence, dating violence or stalking must include incidents that meet the terms and conditions in the above definitions.

**Victim:** Is a person who is the victim of domestic violence, dating violence, or stalking under this Policy and who has timely and completely completed the certification under 3.2 and 3.3 or as requested by RMHA.

### **3.0 Certification and Confidentiality**

#### **3.1 Failure to Provide Certification under 3.2 and 3.3**

The person claiming protection under VAWA shall provide complete and accurate certifications to RMHA, owner or manager within 14 business days after the party requests in writing that the person completes the certifications. If the person does not provide a complete and accurate certification within the 14 business days, RMHA, owner or manager may take action to deny or terminate participation or tenancy. 42 U.S.C. §14371 (5) & (6); 42 U.S.C. § 1437F(c)(9); 42 U.S.C. §1437f(d)(l)(B)(ii)&(iii); 42 U.S.C. §1437f(o)(7)(C)&(D); or 42 U.S.C. §1437f(o)(20) or for other good cause.

#### **3.2 HUD Approved Certification**

For each incident that a person is claiming as abuse, the person shall certify to RMHA, owner or manager their victim status by completing a HUD approved certification form. The person shall certify the date, time and description of the incidents, that the incidents are *bonafide* incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy. The person shall provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other identification.

The requirements for documenting the occurrence of domestic violence, dating violence, sexual assault, or stalking, and provides a new *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation* (form HUD-5382). (See 24 CFR 5.2007.)

#### **3.3 Confirmation of Certification**

A person who is claiming victim status shall provide to RMHA, an owner or manager: (a) documentation signed by the victim and an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. §1746) the professional's belief that the incident(s) in question are *bonafide* incidents of abuse; or (b) a federal, state, tribal, territorial, local police or court record.

### 3.4 Confidentiality

RMHA, the owner and managers shall keep all information provided to RMHA under this Section confidential. RMHA, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:

- (a) The victim request or consents to the disclosure in writing;
- (b) The disclosure is required for:
  - (i) Eviction from public housing under 42 U.S.C. §1437 I (5) & (6) (See Section 4 in this Policy)
  - (ii) termination of Section 8 assistance under 42 U.S.C. §1437f(c)(9); 42 U.S.C. §1437f(d)(l)(B)(ii)&(iii); 42 U.S.C. §1437f (o)(7)(C)&(D); or 42 U.S.C. §1437f(o)(20)(See Section 4 in this Policy); or (c) the disclosure is required by applicable law.

### 4.0 Appropriate Basis for Denial of Admission, Assistance or Tenancy

- 4.1 RMHA shall not deny participation or admission to a program on the basis of a person's abuse status, if the person otherwise qualifies for admission of assistance.
- 4.2 An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be a serious or repeated violation of the lease by the victim and shall not be good cause for denying to a victim admission to a program, terminating Section 8 assistance or occupancy rights, or evicting a tenant.
- 4.3 Criminal activity directly related to domestic violence, dating violence, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim of that domestic violence, dating violence or stalking.
- 4.4 Notwithstanding Sections 4.1, 4.2, and 4.2, RMHA, an owner or manager may bifurcate a lease to evict, remove or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, removing, terminating assistance to or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. 42 U.S.C. §1437d (l) (6) (B)
- 4.5 Nothing in Sections 4.1, 4.2, and 4.3 shall limit the authority of RMHA, an owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members when the family breaks up.



- 4.6 Nothing in Sections 4.1, 4.2, and 4.3 limits RMHA, an owner or manager's authority to evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of violence against the tenant or a member of the tenant's household. However RMHA, owner or manager may not hold a victim to a more demanding standard.
- 4.7 Nothing in Sections 4.1, 4.2, and 4.3 limits RMHA, an owner or manager's authority to evict or terminate assistance, or deny admission to a program if the RMHA, owner or manager can show an actual and imminent threat to other tenants, neighbors, guests, their employees, persons providing service to the property or others if the tenant family is not evicted or terminated from assistance or denied admission.
- 4.8 Nothing in Sections 4.1, 4.2, or 4.3 limits RMHA, an owner or manager's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members or others.
- 4.9 A Section 8 recipient who moves out of an assisted dwelling unit to protect their health or safety and who: (a) is a victim under this Policy; (b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; and (c) has complied with all other obligations of the Section 8 program may receive a voucher and move to another Section 8 jurisdiction.

## **5.0 Actions against a Perpetrator**

The RMHA may evict, terminate assistance, deny admission to a program or trespass a perpetrator from its property under this Policy. The victim shall take action to control or prevent the domestic violence, dating violence, or stalking. The action may include but is not limited to: (a) obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator; (b) obtaining and enforcing a trespass against the perpetrator; (c) enforcing RMHA or law enforcement's trespass of the perpetrator; (d) preventing the delivery of the perpetrator's mail to the victim's unit; (e) providing identifying information listed in 3.2; and (f) other reasonable measures.

## **6.0 RMHA Right to Terminate Housing and Housing Assistance Under this Policy**

- 6.1 Nothing in this Policy will restrict the RMHA, owner or manager's right to terminate tenancy for lease violations by a resident who claims VAWA as a defense if it is determined by the RMHA, owner or manager that such a claim is false.
- 6.2 Nothing in this Policy will restrict the RMHA right to terminate tenancy if the victim tenant (a) allows a perpetrator to violate a court order relating to the act or acts of violence; or (b) if the victim tenant allows a perpetrator who has been barred from RMHA property to come onto RMHA property including but not limited to the victim's unit or any other area under their control; or (c) if the victim tenant fails to cooperate

with an established safety strategy as designed by a local victim support service provider (see 7.2).

- 6.3 Nothing in this Policy will restrict the RMHA right to terminate housing and housing assistance if the victim tenant who claims as a defense to an eviction or termination action relating to domestic violence has engaged in fraud and abuse against a federal housing program; especially where such fraud and abuse can be shown to have existed before the claim of domestic violence was made. Such fraud and abuse includes but is not limited to unreported income and ongoing boarders and lodgers violations, or damage to property.

**7.0 Statements of Responsibility of Tenant Victim, the RMHA to the Victim, and to the Larger Community.**

- 7.1 A tenant victim has no less duty and responsibility under the lease to meet and comply with the terms of the lease than any other tenant not making such a claim. Ultimately all tenants must be able to take personal responsibility for themselves and exercise control over their households in order to continue their housing and housing assistance. The RMHA will continue to issue lease violation notices to all residents who violate the lease including those who claim a defense of domestic violence.
- 7.2 RMHA recognizes the pathologic dynamic and cycle of domestic violence and a victim of domestic violence will be referred to local victim support service providers to help victims break the cycle of domestic violence through counseling, referral and development of a safety strategy.
- 7.3 A tenant victim must take personal responsibility for exercising control over their household by accepting assistance and complying with the safety strategy or plan to best of victim's ability and reason under the circumstances. Failure to do this may be seen as other good cause.
- 7.4 All damages including lock changes will be the responsibility of the tenant victim. This is in keeping with other agency policies governing tenant caused damages.
- 7.5 RMHA will provide victims with emergency transfers as outlined in the Emergency Transfer Policy in accordance with HUD guidelines.

## **8.0 Notice to Applicants, Participants, Tenants and Section 8 Managers and Owners.**

RMHA shall provide notice to applicants, participants, tenants, managers and owners of their rights and obligations under Section 3.4 Confidentiality and Section 4.0 Appropriate Basis for Denial of Admission, Assistance or Tenancy.

RMHA must now issue a VAWA Notice of Occupancy Rights HUD Form 5380 at admissions, denial of admissions, terminations, evictions, and during recertification or by other means within the first year from the effective date.

- 8.1 If the RMHA, owner or manager knows that an applicant to or participant in a RMHA housing program is the victim of dating violence, domestic violence or stalking, the RMHA, owner or manager shall inform that person of this Policy and the person's rights under it.

## **9.0 Reporting Requirements**

RMHA shall include in its 5-year plan a statement of goals, objectives, policies or programs that will serve the needs of victims. RMHA shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to victims, to help victims obtain or maintain housing or to prevent the abuse or to enhance the safety of victims.

## **10.0 Conflict and Scope**

This Policy does not enlarge RMHA's duty under any law, regulation or ordinance. If this Policy conflicts with the applicable law, regulation or ordinance, the law, regulation or ordinance shall control. If this Policy conflicts with another RMHA policy such as its Statement of Policies or Section 8 Administration Plan, this Policy will control.

## **11.0 Amendment**

The Chief Executive Director may amend this policy when it is reasonably necessary to effectuate the Policy's intent, purpose or interpretation. The proposed amendment along with the rationale for the amendment shall be submitted to the Chief Executive Director for consideration. Where reasonably necessary, the Chief Executive Director may approve the amendment. The amendment shall be effective and incorporated on the date that the Chief Executive Director signs the amendment.



**[ROCKY MOUNT HOUSING AUTHORITY]<sup>1</sup>**

**Notice of Occupancy Rights under the Violence Against Women Act<sup>2</sup>**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>3</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **[PUBLIC HOUSING]** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

**Protections for Applicants**

If you otherwise qualify for assistance under **[PUBLIC HOUSING]**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

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<sup>1</sup> The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

<sup>2</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>3</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

If you are receiving assistance under **[PUBLIC HOUSING]**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **[PUBLIC HOUSING]** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

### **Removing the Abuser or Perpetrator from the Household**

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

**Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

HP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.



You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking:

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

### **Confidentiality**

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

### **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to

additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

**Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **U.S. Department of Housing and Urban Development, Greensboro, N.C. Field Office: 1500 Pincroft Road, Suite 401, Greensboro, NC 27407 Telephone Number: 336.547.4000.**

**For Additional Information**

You may view a copy of HUD's final VAWA rule at **Federal Register (81 Fed. Reg. 80724 (November 16, 2016) <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>**.

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **your Management Office:**

**West End Terrace 252.450.3526**

**Weeks Armstrong Homes 252.907.1942**

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). For local help regarding domestic violence, sexual assault, stalking, and dating violence, you may also contact **My Sister's House 24-hour crisis line 252.459.3094. Rocky Mount Office 252.316.8444; Nashville Office 252.462.0366; Tarboro Office 252.883.4341.**

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**Attachment:** Certification form HUD-5382

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

|   |
|---|
| <p>In your own words, briefly describe the incident(s):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> |
|---|

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

# Limited English Proficiency Plan

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Rocky Mount Housing Authority  
City of Rocky Mount, North Carolina

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Effective Date: 2011





# Limited English Proficiency Plan

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Rocky Mount Housing Authority  
City of Rocky Mount, North Carolina

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2011

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**MANAGEMENT RESOURCE GROUP, INC.**

2392 MOUNT VERNON / SUITE 103 / ATLANTA, GEORGIA 30338

TEL: 770.396.9856 / FAX: 770.396.1407

EMAIL: MRGINC@MINDSPRING.COM

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Attachment A      Federal Register /Vol. 68, No. 103 /Thursday, May 29, 2003

**I. PURPOSE**

The purpose of this Limited English Proficiency Plan (LEP Plan) is to provide assurances to and demonstrate that applicants and residents of the Rocky Mount Housing Authority (RMHA) are being provided meaningful access to program information, benefits and services although the applicant/resident may be limited in their English language proficiency. This plan will be updated annually to refresh the assurances contained in the plan, address any alterations in methods and update any changes in the LEP population.

It is understood that the Department of HUD's Greensboro, North Carolina, field office is charged with the responsibility to ensure that each State of North Carolina PHA is in compliance with all relevant federal requirements involving applicants/residents of program information, benefits and services who have limited English Language Proficiency.

## II. AUTHORITIES AND DEFINITIONS

### A. Introduction

The United States Department of Labor (USDOL) guidance regarding persons with limited English proficiency requires recipients of federal financial assistance to ensure meaningful access to their programs and activities by persons with limited English proficiency (LEP) pursuant to Title VI of the Civil Rights Act of 1964, its implementing regulations, and Section 188 of the Workforce Investment Act of 1998. The guidance does not create new legal requirements or change existing requirements. It clarifies what the law already requires with respect to ensuring that information and services are accessible to LEP persons. Eligible LEP individuals must be able to access the full spectrum of services provided by recipients. The purpose, as stated in the revised guidance, is "to assist recipients in fulfilling their responsibilities to provide meaningful access to LEP persons under existing law." The USDOL advises that recipients are required by Title VI to take reasonable steps to provide meaningful access to federally assisted programs and activities by LEP persons through language assistance that is reasonable, timely, and effective.

### B. Federal Authority

**Title VI of the Civil Rights Act of 1964**, 42 U.S.C. §2000 et seq.; 45 CFR §80, Nondiscrimination based on race, color or national origin for any programs receiving federal financial assistance. Failure to provide meaningful access to program information, benefits and/or services due to an applicant/recipient's LEP is considered discrimination based on national origin.

**Section 188 of the Workforce Investment Act of 1998.**

**U.S. Department of Justice Title VI Legal Manual**, January 11, 2001 edition

**U.S. Department of Labor Policy Guidance on the Prohibition of National Origin Discrimination as it Pertains to Persons with Limited English Proficiency (05/29/03)**,

Federal Register, Volume 68, Number 103, Page 32289-32305

**Final Guidance to Federal Financial Assistance Recipients regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.**

**Food Stamp Program LEP regulations**, 7 CFR §272.4

C. **Definitions of Terms**

**Effective Communication**

In a housing and/or social services setting; effective communication occurs when RMHA staff have taken necessary steps to make sure that a person who is LEP is given adequate information in his/her language to understand the services, benefits or the requirements for services or benefits offered by the RMHA. These necessary steps must allow an individual the opportunity to qualify for the benefits or services provided by that PHA without unnecessary delay due to the person's LEP. Effective communication also means that a person who is LEP is able to communicate the relevant circumstances of his/her situation to the county agency.

**Interpretation**

Interpretation means the oral or spoken transfer of a message from one language into another language.

**Limited English Proficient Individual**

A person with limited English proficiency or "LEP" is not able to speak, read, write or understand the English language well enough to allow him/her to interact effectively with the RMHA.

**Meaningful access**

"Meaningful access to-benefits, programs and services are the standard of access required of the city agencies since they receive federal funding through the State of North Carolina Department of HUD. Meaningful access requires compliance by county agencies with state and federal LEP requirements as set out in relevant state" and federal laws. To ensure meaningful access for people with LEP, the RMHA must make available to applicants/recipients of benefits/services free language assistance that results in accurate and effective communication that does not result in undue delay or denial of benefits to which the LEP applicant/recipient is eligible.

**Dept. of HUD, Greensboro Field Office**

The entity contained within the U.S. Dept. of HUD charged with the responsibility of overseeing compliance by North Carolina PHA's with relevant civil rights laws including those related to LEP.

**Translation**

Translation means the written transfer of a message from one language into another language.

**Vital Documents**

Forms or documents designed and utilized by the county agency that are critical for accessing federally funded services or benefits or are required by law. Vital documents can include but are not limited to; applications for county designed programs, consent forms designed by the county agency, letters designed by the county agency requesting eligibility documentation.

**Outreach Documents**

County agency designed documents utilized by the county agency to provide information to the general public but targeting individuals who are eligible or may be eligible for county benefits/services or programs.

### III. RMHA LEP POLICY

All PHA's are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. The extent of a PHA's obligation is determined by:

1. The number or proportion of LEP persons eligible to be service or likely to be served or likely to be encountered by the program or;
2. The frequency with which LEP persons come in contact with the program or;
3. The nature and importance of the program to people's lives and;
4. The resources available to the PHA in relationship to the cost of the LEP services.

Based upon the above guidelines it is the policy of the Rocky Mount Housing Authority (RMHA) to provide meaningful access to all individuals applying for, participating in programs or receiving services/benefits administered by the RMHA meaningful access involves RMHA promoting effective communications to LEP individuals seeking or receiving housing or participation in programs funded by HUD and administered by the RMHA.

**IV. RMHA LEP POPULATION**

The RMHA has determined that the language(s) other than English that is/are most likely to be encountered by employees of the RMHA is Spanish.

The methodology utilized to determine the most prevalent foreign language was the census data from RMHA current wait list and the analysis of demographic data for existing in place residents and their household.

**A. Public housing wait list population is:**

|                  |     |    |        |
|------------------|-----|----|--------|
| African-American | 162 | or | 98.2%  |
| Caucasian        | 1   | or | .6%    |
| Asian            | 0   | or | 0%     |
| Hispanic         | 1   | or | .6%    |
| Indian/Alaskan   | 1   | or | .6%    |
| Total            | 165 | or | 100.0% |

**B. Residents in Place**

|          |     |       |   |                    |
|----------|-----|-------|---|--------------------|
| NC 19-1  | 110 | units | 1 | Hispanic Residents |
| NC 19-2  | 96  | units | 0 | Hispanic Residents |
| NC 19-3  | 100 | units | 0 | Hispanic Residents |
| NC 19-4  | 86  | units | 0 | Hispanic Residents |
| NC 19-5  | 93  | units | 0 | Hispanic Residents |
| NC 19-6  | 107 | units | 0 | Hispanic Residents |
| NC-19-9  | 50  | units | 0 | Hispanic Residents |
| NC-19-15 | 14  | units | 0 | Hispanic Residents |
| NC-19-17 | 6   | units | 0 | Hispanic Residents |
| NC-19-18 | 50  | units | 0 | Hispanic Residents |
| Total    | 712 | units | 1 | Hispanic Residents |

Current HUD instructions regarding Specific Safe Harbor Guidance states that HUD will expect written translations based upon a local population of LEP beneficiaries exceeding 1,000 individuals or 5% of the 712 families housed by RMHA. Currently there is no LEP language group meeting the existing criterion.



**V. POTENTIAL METHODS OF PROVIDING SERVICES TO THE LEP POPULATION**

There are two main ways to provide language service:

1. Oral interpretation in person or via telephone interpretation service.
2. Written translation.

Because the small current LEP applicant/resident population does not meet HUD guidelines this component is not being provided.

In all cases where an applicant or resident has to correspond with RMHA staff that individual has always had an English speaking person as their personal interpreter to conduct business at a management office.

**VI. INTERPRETER SERVICES**

Since the existing demands from the RMHA LEP population has been virtually non-existent no formal system is in place to provide interpretation services for an applicant or resident.

All interpretation requirements have and are presently met by a family member or friend of the English impaired individual.

**VII. TRANSLATION OF DOCUMENTS**

Since the existing demand for translation of documents has not arisen and currently the RMHA has not met the criterion as defined by HUD no documents have been translated into Spanish nor are there any plans to do so in the near future.

**VIII. DISSEMINATION OF INFORMATION TO RMHA STAFF**

RMHA makes its personnel aware of its LEP policies, methods of providing services to LEP individuals and other information contained within the plan.

All employees are provided copies and trained on the agency's Civil Rights and LEP policy during new hire orientation on the first day of employment. Agency wide training on Civil Rights and LEP policies is provided at least every two (2) years.

**ATTACHMENT A**  
**FEDERAL REGISTER/VOL. 68, NO. 103/THURSDAY, MAY 29, 2003**

**DEPARTMENT OF LABOR**

Civil Rights Center; Enforcement Of Title VI Of The Civil Rights Act Of 1964; Policy Guidance To Federal Financial Assistance Recipients Regarding The Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice



# Federal Register

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Thursday,  
May 29, 2003

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## Part IV

### Department of Labor

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**Civil Rights Center; Enforcement of Title VI of the Civil Rights Act of 1964; Policy Guidance to Federal Financial Assistance Recipients Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice**

# Schedule of Routine Maintenance Charges

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Rocky Mount Housing Authority  
City of Rocky Mount, North Carolina

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Effective Date: January 16, 2016





Listed below is a list of charges that will be instituted by Rocky Mount Housing Authority effective January 1, 2016. Please be reminded that any damages caused to your residence is your responsibility and you be held accountable for any and all charges.

There is no charge for repairing any item due to normal wear and tear and from service of appliances not working, unless damaged by residents. There is no charge for installing light bulbs in areas where residents cannot reach within a 3' ladder, elderly, or physical handicapped residents.

**CHARGES FOR WORK ORDER RELATED ITEMS**

**AMOUNTS TO BE**

**CHARGED**

|   |                               |
|---|-------------------------------|
| Cutting Extra keys (per key)  | \$4.00                        |
| Cutting Mail Box key  | \$4.00                        |
| Change Mailbox locks  | \$25.00                       |
| Changing Entrance Locks   | \$100.00                      |
| Unstopping commode due to foreign objects/excessive waste material        | \$50.00 & up                  |
| Unstopping kitchen sinks due to foreign objects (including food & grease) | \$50.00 & up                  |
| Repair/replacing smoke detectors due to resident damage                   | \$100.00 each time            |
| Repair/replacing window screens due to resident damage                    | \$32.00                       |
| Repair/replace mini blinds  | \$32.00 & up                  |
| Window glass damage   | \$100.00 & up                 |
| Repair/replace metal screens/doors due to resident damage                 | \$200.00                      |
| Repair/replacing appliance parts due to resident damage                   | *Time/material                |
| Repair/replace lighting fixtures due to resident damage                   | *Time/material                |
| Repair/replace plumbing fixtures due to resident damage                   | *Time/material                |
| Repair/replace electrical fixtures due to resident damage                 | *Time/material                |
| Repair/replace heating fixtures due to resident damage                    | *Time/material                |
| Repair/replace cabinet due to resident damage                             | *Time/material                |
| Repair/replace flooring due to resident damage                            | *Time/material                |
| Non-compliance for pest control (Resident not ready 2 <sup>nd</sup> time) | \$50.00                       |
| Fire damage   | *Time/materials/loss of rents |
| Removal of debris from roof of unit (limbs, sticks, bike, tires, etc.)    | \$25.00                       |

**CHARGES FOR MOVEOUTS**

|   |                    |
|---|--------------------|
| Remove trash/items left in unit               | \$60.00 -\$100.00  |
| Grease in yard                                | \$75.00            |
| Excessive nail holes/tape/stickers            | \$75.00            |
| Holes in wall up to 1 square foot             | \$45.00 each hole  |
| Holes in wall over 1 square foot              | \$75.00 each hole  |
| Holes in doors                                | \$45.00 each door  |
| Hollow core door replacement                  | \$125.00 each door |
| Solid core door replacement                   | \$250.00 each door |
| Busted door jamb repair                       | \$75.00 each jamb  |
| Excessively dirty floor                       | \$125.00           |
| Excessively dirty walls marker/crayon, grease | \$100.00           |
| Excessively dirty appliance                   | \$125.00           |
| Cabinet repair                                | \$25.00 per hour   |
| Floor tile (replacement)                      | \$4.65 per tile    |
| Electrical repair –receptacle and switches    | \$25.00 each       |
| Repair window screen                          | \$15.00 each       |
| Replace window screen                         | \$25.00 each       |

**CHARGES FOR NEGLIGENCE OF LEASE TERMS**

|  |          |
|--|----------|
| Parking vehicle on lawn area   | \$50.00  |
| Washing vehicle  | \$30.00  |
| Trash not picked up in lawn  | \$50.00  |
| Tampering with smoke detectors   | \$100.00 |
| Trash/Recycle carts not returned properly to apartment within 24 hours of pickup                   | \$50.00  |
| <b>*All items that require time/material will be billed at \$19.50 per hour-minimum of 1 hour*</b> |          |



Listed below is a list of charges that will be instituted by Rocky Mount Housing Authority effective January 1, 2016. Please be reminded that any damages caused to your residence is your responsibility and you be held accountable for any and all charges.

There is no charge for repairing any item due to normal wear and tear and from service of appliances not working, unless damaged by residents. There is no charge for installing light bulbs in areas where residents cannot reach within a 3' ladder, elderly, or physical handicapped residents.

**False reporting of NON-EMERGENCY calls responded to:** \$25.00

**EMERGENCY GUIDELINES:** (Monday through Friday 5:00pm-8:30 am and on weekends and holidays):

1. Gas leaks either inside or outside of the unit (smell or sound)
2. Smoke detectors
3. Elevator not working or individuals trapped in elevator
4. Severe storm damage
5. All fires
6. Air conditioning –M. S. Hayworth Apartments June 1<sup>st</sup> through September 15<sup>th</sup>
7. Heating failures (October 15<sup>th</sup> through May 15<sup>th</sup>) & temperatures are less than 50 degrees
8. Clogged sewer mains (if sewer backs up in the tub or overflows from the commode to the floor)  
Clogged commodes reported between the hours of 8:30am and 9:00pm on Saturdays, Sundays or extended holidays when Rocky Mount Housing Authority will not be open the next day. No other calls pertaining to stop-up will be responded to after these hours with exception to main line stop-ups.
9. Broken water pipes either inside or outside the unit (not drains)
10. Hot water heaters (burst or leaking)
11. Electrical shortages (if smoke is prevalent)
12. Refrigerators (if not keeping food)
13. Lock outs (Elderly & disabled only)
14. Broken out glass in doors and windows



# Grievance Procedures

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Rocky Mount Housing Authority  
City of Rocky Mount, North Carolina

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Effective Date: May 1, 2016



# Grievance Procedures

Effective May 1, 2016

## Rocky Mount Housing Authority

### 1. APPLICABILITY

- A. The Rocky Mount Housing Authority, herein referred to as the "RMHA", Grievance Procedure shall be applicable to all individual grievances between the resident and the RMHA; provided, however, that RMHA excludes from its Grievance Procedure (1) any grievance concerning termination of resident based upon residents creation or maintenance of a threat to the health or safety, or rights to peaceful enjoyment of the premises, of other residents or RMHA employees; (2) any drug-related criminal activity on or near RMHA premises; and (3) any drug-related criminal activity on or near RMHA premises, if HUD issues or has issued a "Due Process Determination" applicable to the Housing Authority, finding the required elements present in the North Carolina court system, in conformity with 24 C.F.R., Subpart E. These matters shall be handled through a judicial proceeding which provides the basic elements of due process.
- B. The RMHA grievance procedure shall not be applicable to disputes between residents not involving the RMHA to class grievance. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the RMHA's Board of Commissioners.

### 2. REQUIREMENTS

These regulations shall be made a part of all Resident Dwelling Leases.

### 3. DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable.

- A. "**GRIEVANCE**" shall mean any dispute which a resident may have with respect to RMHA action or failure to act in accordance with the individual resident's lease or RMHA regulations which adversely affect the individual resident's rights, duties, welfare, or status.
- B. "**Complainant**" shall mean any resident whose grievance is presented at the community management office.
- C. "**ELEMENTS OF DUE PROCESS**" shall mean an eviction action or termination of resident in a State or local court in which the following procedural safeguards are required:

- (1) Adequate notice to the resident of the grounds for terminating the resident and for eviction;
  - (2) Opportunity for the resident to examine all relevant documents, records, and regulations of the RMHA prior to the trial for the purpose of preparing a defense;
  - (3) Right of the resident to be represented by counsel;
  - (4) Opportunity for the resident to refute the evidence presented by the RMHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
  - (5) A decision on the merits.
- D. **"HEARING OFFICER"** shall mean a person selected to hear grievances and render a decision with respect thereto.
- E. **"Resident"** shall mean the adult person(s) other than a live-in aide:
- (1) Who resides in the unit, and who executed the lease with RMHA as lessee of the dwelling unit, or, if no such person now resides in the unit,
  - (2) Who resides in the unit, and who is the remaining head of household of the resident family residing in the dwelling unit,
- F. **"RESIDENT ORGANIZATION"** includes a resident/resident management corporation.

#### 4. **INFORMAL SETTLEMENT OF GRIEVANCE**

Any grievance shall be personally presented, in writing to the Office of the community in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. This request must be made within five (5) calendar days from the date of RMHA action or failure to act. If the fifth calendar day falls on a week-end day or on a Holiday, the five (5) day period will be extended to 5:00 P.M. on the first working day after the weekend or Holiday. 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 RMHA's resident file. The summary shall specify the names of the participants, dates of meetings, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

#### 5. **PROCEDURE TO OBTAIN A HEARING**



A. **REQUEST FOR A HEARING.** The complainant shall submit a written request for a hearing to the community office within five (5) calendar days from the date of the summary of informal discussion. If the fifth (5) day falls on a day, the five (5) day period will be extended through 5:00 P.M. on the first workday following the weekend or Holiday. The written request shall specify:

- (1) The reason for the grievance, and
- (2) The action or relief sought.

In case where the "Informal Settlement" is not granted, the complainant shall submit written request for a hearing to the community office within five (5) calendar days from the date of the "Notice of Termination Lease". If the fifth (5th) day falls on the weekend date or Holiday, the five (5) day period will be extended through 5:00 P.M. on the first working day after the week-end or Holiday.

B. **SELECTION OF HEARING OFFICER.** The grievance shall be presented before a Hearing Officer. A Hearing Officer shall be selected as follows:

- (1) The Hearing Officer shall be an impartial, disinterested person appointed by the RMHA, and shall not be a person who made or approved the RMHA action under review or a subordinate of such person. Residents shall be given an opportunity to comment, and these comments will be considered, prior to appointment of persons available to serve as a Hearing Officer.

C. **FAILURE TO REQUEST A HEARING.** If the complainant does not request a hearing in accordance with this paragraph, then the RMHA'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 RMHA's disposition of the complaint in an appropriate judicial proceeding.

D. **ESCROW DEPOSIT.** Before a hearing is scheduled in any grievance involving the amount of rent RMHA claims is due, the complaint shall pay to the RMHA in an amount equal to the amount of the 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 established by the RMHA until the complaint is resolved by the decision of the Hearing Officer. These requirements may be waived by the RMHA if deemed appropriate in extenuating circumstances. Unless so waived,

in writing, the failure to make such payments shall result in termination of the grievance procedure, provided that failure to make payments shall not constitute a waiver of any right the complainant may have to contest the RMHA's disposition of his grievance in any appropriate judicial proceeding.

- E. **SCHEDULE OF HEARING.** Upon complainant's compliance with paragraph's (A) and (D) of this section, a hearing shall be scheduled by the Hearing Officer promptly for a time and place reasonable convenient to both the complainant and a written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and appropriate RMHA official.

## 6. PROCEDURES GOVERNING THE HEARING

- A. The hearing shall be held before a Hearing Officer,
- B. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:
  - (1) The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records, and regulations of the RMHA that are relevant to the hearing. Any document not so made available at the request therefor by the complainant may not be relied on by the RMHA at the hearing;
  - (2) The right to be represented by counsel or other person chosen as his or her representative, and to have such person make statements on the Resident's behalf;
  - (3) The right to a private hearing unless the complainant requests a public hearing;
  - (4) The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on the RMHA, and to confront and cross-examine all witnesses on whose testimony or information the RMHA relies; and
  - (5) A decision based solely and exclusively upon the facts presented at the hearing;
- C. The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.

- D. If the complainant or the RMHA fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for not to exceed five (5) business days or make a determination that the party has waived his/her right to a hearing. The participant or non-participation of both the complainant and the RMHA in the Grievance Procedure shall not constitute a waiver of any right the complainant may have to contest the RMHA's disposition of the grievance in an appropriate judicial proceeding.
- E. At the hearing, the complainant must make a showing of an entitlement to the relief sought; and thereafter, the RMHA must sustain the burden of justifying the RMHA action or failure to that against which the complaint is directed.
- F. The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer shall require the RMHA, 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 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.
- G. The complainant or the RMHA 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.

## **7. DECISION OF THE HEARING OFFICER**

- A. The Hearing Officer shall prepare a written decision, together with the reasons, thereof, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the RMHA. The RMHA 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 RMHA and made available for inspection by a prospective complainant, his representative, or the Hearing Officer.
- B. The decision of the Hearing Officer shall be binding on the RMHA which shall take all actions or refrain from any actions necessary to carry out the decision, unless the RMHA Board of Commissioners determines within a reasonable time and notifies the complainant of its determination that:
  - (1) The grievance does not concern RMHA action or failure to act in accordance with matters involving the complainant's lease or RMHA regulations which adversely affect the complainant's rights, duties, welfare, or status; or

- (2) The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and RMHA.
- C. A decision of the Hearing Officer or Board of Commissioners in favor of the RMHA 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 whatsoever, 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.

## **8. RMHA ACTIONS**

When the RMHA is required to afford the resident the opportunity for a grievance hearing, the notice shall also inform the resident of the resident's right to request a hearing in accordance with the RMHA's grievance procedure.

- A. A notice to vacate which is required by State or local law may be combined with, or run concurrently with, a notice of lease termination.
- B. When the RMHA is required to afford the resident the opportunity for a hearing under the grievance procedure the residency shall not terminate until the time for the Resident to request a grievance hearing has expired or the grievance process has been completed.
- C. When the RMHA is not required to afford the resident the opportunity for a hearing under the RMHA administrative grievance procedure for a grievance concerning the lease termination and the RMHA had decided to exclude such grievance from the RMHA grievance procedure, the notice of termination shall:
  - (1) State that the resident is not entitled to a grievance hearing on the termination.
  - (2) Specify the judicial eviction procedure to be used by the RMHA for eviction of this resident, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.
  - (3) State whether the eviction is for a criminal activity as described in Section I. A. Applicability of the Grievance Procedure.
  - (4) State that RMHA may evict the resident from the unit only by bringing court action as described in Section I. A. Applicability of the Grievance Procedure.

## **9. ACCOMMODATION OF PERSONS WITH DISABILITIES**

- A. RMHA must provide reasonable accommodations for the persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the Resident is visually impaired, any Notice to the Resident must be in an accessible format.

**10. The Department of Housing and Urban Development (HUD) can be contacted as follows:**

|                           |          |                 |
|---------------------------|----------|-----------------|
| Greensboro HUD Office     | Phone:   | (336) 547-4000  |
| Asheville Building        | Fax:     | (336) 547-4138  |
| 1500 Pinemcroe Road       | TTY:     | (336) 547-4054  |
| Suite 401                 | NC RELAY | 711 (Voice TTY) |
| Greensboro, NC 27407-3838 |          |                 |

ONLINE AT [www.hud.gov](http://www.hud.gov)

Jurisdiction: State of North Carolina

Office Hours: 8:00 A.M to 4:45 P. M. Monday thru Friday

RESIDENT/APPLICANT HEREBY ACKNOWLEDGES  
RECEIPT OF RMHA GRIEVANCE PROCEDURE.

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RESIDENT/APPLICANT SIGNATURE

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DATE

# Applicant Informal Hearing Policy

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Rocky Mount Housing Authority  
City of Rocky Mount, North Carolina

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Effective Date: 2019





# **Rocky Mount Housing Authority**

## **APPLICANT INFORMAL HEARING POLICY**

### INFORMAL HEARING PROCESS

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

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

### USE OF INFORMAL HEARING PROCESS

PHA must offer the opportunity of an informal hearing to applicants who have been determined as ineligible for admission, RMHA will only offer informal hearings to applicants for the purpose of disputing denials of admission.

### NOTICE OF DENIAL

RMHA will give an applicant prompt notice of a decision denying eligibility for admission. The notice will contain a brief statement of the reasons for the Agency's decision and will also state that the applicant may request an informal hearing to dispute the decision.

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

### SCHEDULING AN INFORMAL HEARING

A request for an informal hearing must be made in writing and delivered to RMHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of RMHA's notification of denial of admission. RMHA will schedule and send written notice of the informal hearing within ten (10) business days of the family's request. The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, RMHA may request documentation of the "good cause" prior to rescheduling the hearing. If the family does not appear within 15 minutes of the time stated in the letter of notification, RMHA will not reschedule the hearing unless needed as a reasonable accommodation for a person with disability.



### CONDUCTING AN INFORMAL HEARING

The informal hearing will be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person. The applicant will be provided an opportunity to present written or oral objections to the decision of RMHA. The person conducting the informal hearing will make a recommendation; however, RMHA is responsible for making the final decision as to whether admission should be granted or denied.

### INFORMAL HEARING DECISION

RMHA will notify the applicant of the RMHA's final decision, including a brief statement of the reasons for the final decision. In rendering a decision, RMHA will evaluate the following matters:

- Whether or not the grounds for denial were stated factually in the notice
- The validity of grounds for denial of admission.
- If the grounds for denial are not specified in the regulations or in RMHA policy, then the decision to deny assistance will be overturned.
- The validity of the evidence: RMHA will evaluate whether the facts presented prove the grounds for denial of admission.

If the facts prove that there are grounds for denial, and the denial is required by HUD, RMHA will uphold the decision to deny admission. If the facts prove the grounds for denial, and the denial is discretionary, RMHA will consider the recommendation of the person conducting the informal hearing in making the final decision whether to deny admission. RMHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 10 business days of the informal hearing, to the applicant and his or her representative, if any. If the informal hearing decision overturns the denial, processing for admission will resume. If the family fails to appear for their informal hearing, the denial of admission will stand, and the family will be so notified.



# Over-income Limit Policy

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Rocky Mount Housing Authority  
City of Rocky Mount, North Carolina

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Effective Date: June 14, 2023



# Rocky Mount Housing Authority

## Over-Income Limit Policy

### INTRODUCTION

The Housing Authority through Modernization (HOTMA) was signed into law on July 29, 2016 (Pub. L. 114-201, 130 Stat. 782) Section 103 of HOTMA amends section 16(s) of the United States Housing Act of 1937 (42 U.S.C. 1437n(a)) (1937) to place an income limitation on a public housing tenancy for families.

### REQUIREMENTS

The law (referred to as 'over-income limit') requires that after a family's income has exceeded 120 percent (120%) of the area median income (AMI) for two (2) consecutive years, we must terminate the family's tenancy within 6 months of the second income determination.

HUD establishes income limits by family size for the area in which each Public Housing Authority (PHA) is located. The income limits are published by HUD annually and are used to determine the family's initial eligibility and level of assistance for the Public Housing Program (PHP). Section 103 of the HOTMA of 2016 amended the U.S. Housing Act of 1937 and placed an income limitation for continued occupancy in Public Housing (PH) units.

Effective June 14, 2023, families whose income is over the Income limits will be subject to Dwelling Lease termination after a 24-month consecutive period. The guidelines states,

#### **Determination of Over-Income (OI) limit.**

- PHA determines the over-income limit by the very low-income family size and multiplying the applicable income limit for a very low-income PH family by a factor of 2.4.
- PHA will calculate all the household members' income.
- PHA will determine whether a family is OI during an annual/interim income reexamination.

#### **PHA Continued Occupancy Policy for Public Housing Over-Income (OI) Families**

- The PHA's continued occupancy policy is to terminate the tenancy of the OI family.
- At annual/interim reexamination that a family's income, including families participating in the Family Self-Sufficiency (FSS) program and families receiving Earned Income Disallowance (EID), exceeds the established income limit for the family size, the PHA will





implement its continued occupancy policy to terminate the tenancy of the over-income public housing family.

### **24 Consecutive Months Grace Period**

- Once it has been determined at the annual/interim reexamination the family is OI, the effective date of the 24 consecutive month grace period begins immediately.
- During the 24 consecutive month grace period, the family continues to pay current rent.
- If a family exceeds the over-income limit for 24 consecutive months, PHA will enforce continued occupancy policy to terminate family's tenancy.
- There are no exceptions to the limitation on public housing tenancy for HUD assisted families who are determined to be over-income for 24 consecutive months.
- During the 24 consecutive month grace period if family's income should fall below the over-income limit, then family is no longer considered OI, grace period ends.

### **Notification of OI Families**

#### **Initial Over-income limit Notification**

- PHA will provide written notification to the family no later than 30 days after PHA's initial determination.
- Notice to family states they have exceeded the over-income limit and if continue to exceed the 24-month period PHA would have to follow continued occupancy policy to terminate the tenancy of the OI family.
- Notification will contain information for the OI family's right to request a hearing and instruction on how to request a hearing.

#### **Second Over-income limit notification**

- PHA conducts another income reexamination 12 months after initial over-income determination.
- If the family exceeds the over-income limit, notification will be provided that if they continue to exceed the 24-month grace period PHA will follow continued occupancy policy to terminate the tenancy of the OI family.
- Notification will contain information for the OI family's right to request a hearing and instructions on how to request a hearing.

#### **Third and final over-income limit notification**

- PHA will conduct an income examination 24 months after the initial over-income determination unless family's income fell below the over-income limit since second determination.
- If PHA determines the family exceeded the over-income limit for 24 consecutive months, PHA will notify the family no less than 30 days after determination.



- Notification will state the family has exceeded the over-income limit for 24 consecutive months and in accordance with PHA continued occupancy for OI families, the PHA will terminate the family's tenancy.
- Notification will contain information for the OI family's right to request a hearing and instructions on how to request a hearing.



# Smoke-Free Housing Policy 24 DFR Parts 965 and 966

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Rocky Mount Housing Authority  
City of Rocky Mount, North Carolina

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Effective Date: July 20, 2018



# **Rocky Mount Housing Authority**

## **Smoke-Free Housing Policy**

### **24 CFR Parts 965 and 966**

The Department of Housing and Urban Development (HUD) has implemented a Rule that requires each Public Housing Authority administering public housing to implement a smoke-free policy. Specifically the Rule requires each Public Housing Authority to implement a policy prohibiting lit tobacco products and all smoking in any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, electrical rooms and closets, storage units or rooms, stairways, offices, elevators and within all living units in public housing, and Public Housing Authority administration office buildings and vehicles (*in brief, a smoke-free policy for all public housing indoor areas*). Note: The Housing Authority is ALLOWING electronic nicotine delivery systems (ENDS).

This policy extends to all outdoor areas up to twenty-five (25) feet from housing (doors/entrances, windows and porches) and administrative office buildings and maintenance facilities.

HUD is requiring implementation of smoke-free public housing to improve indoor air quality in housing, benefit the health of public housing tenants and public housing staff, reduce the risk of catastrophic fires, and lower overall maintenance costs. This policy applies to all tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, and employees.

#### **Purpose of Policy**

- 1) To mitigate the irritation and known health effects of secondhand smoke. Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. Smoking is the number one cause of preventable disease in the United States.
- 2) Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. According to the EPA, secondhand smoke exposure causes disease and premature death in children and adults who do not smoke. People with chronic diseases such as asthma or cardiovascular disease are particularly vulnerable to the effects of secondhand smoke. Secondhand smoke lingers in the air for hours after cigarettes have been extinguished and can migrate between apartments in multifamily buildings.
- 3) To allow all administrative and maintenance staff the opportunity to perform their job duties in an environment that is nonsmoking.

- 4) Minimize the maintenance, cleaning, painting and redecorating costs associated with smoking.
- 5) Decrease the risk of smoking-related fires to property and personal safety. Fires started by lighted tobacco products, principally cigarettes, constitute the leading cause of residential fire deaths.

### **Definitions**

- 1) **Public Housing** – Public Housing is defined as low-income housing, and all necessary appurtenances (e.g. community facilities, public housing offices, day care centers, and laundry rooms) thereto, assisted under the U.S. Housing Act of 1937 (the 1937 Act), other than assistance under section 8 of the 1937 Act.
- 2) **Development/Property** – All Housing Authority’s developments and properties are included in this policy and all related administrative offices and maintenance facilities.
- 3) **Smoking** - The term “smoking” means igniting, inhaling, exhaling, breathing or carrying or possessing any lit cigar, cigarette, pipe, water pipe referred to as hookahs or other tobacco product or similar lighted product in any manner or in any form or any other device containing tobacco, marijuana or other legal or illegal substance that burns. This definition DOES NOT include electronic nicotine delivery systems (ENDS) or (“e-cigarettes”).
- 4) **Indoor Areas** – Indoor Areas is defined as living units/apartments. Indoor common areas, electrical rooms and closets, storage units or closets, community bathrooms, lobbies, hallways, laundry rooms, stairways, offices, elevators and all public housing administrative offices/buildings, Maintenance Facilities and vehicles.
- 5) **Individual Apartment /Units** - Individual Apartment/Units are defined as the interior and exterior spaces tied to a particular apartment/unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathroom, patios, balconies, porches and apartment entryway areas.
- 6) **Common areas** - Common areas are areas that are open to all tenants, tenant’s families, tenant’s guests, visitors, contractors, service personnel, employees and members of the public. Common areas include:
  - (a) Any inside space
  - (b) Entryways/Entrances
  - (c) Patios, Porches and balconies
  - (d) Lobbies
  - (e) Hallways and stairwells
  - (f) Elevators
  - (g) Management offices
  - (h) Maintenance Offices and Inventory Areas
  - (i) Public restrooms
  - (j) Community rooms
  - (k) Community kitchens
  - (l) Lawns
  - (m) Sidewalks and walkways within the development
  - (n) Parking lots and spaces
  - (o) Playgrounds, parks and picnic areas



(p) Common areas also include any other area of the buildings or developments where tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, employees, and members of the public may go.

### **Effective Date**

The effective date shall be July 30, 2018. All tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, employees, and members of the public in and/or on Housing Authority property will be prohibited from smoking inside the buildings, common area, including all housing apartments starting on that date. Smoking is only allowed beyond twenty-five (25) feet from all housing (doors/entrances, windows and porches) and administrative office buildings and maintenance facilities.

### **Tenants Responsibilities and Lease Violations**

- 1) Tenants are prohibited from smoking within twenty-five (25) feet of all housing (doors/entrances, windows and porches) and administrative office buildings and maintenance facilities.
- 2) Tenants are responsible for the actions of their household, their guests, and visitors. Any tenant, including the members of their household, guests, or visitors will be considered in violation of the lease if found smoking in any Housing Authority facility or apartment, or anywhere on Housing Authority property that is deemed as a nonsmoking area. Visual observation of smoking is not necessary to substantiate a violation of this Smoke Free Housing Policy. For example, **the presence of smoke, tobacco smoke odor, or smoke stains within an apartment in combination with butts, ash trays, or other smoking paraphernalia will be considered significant evidence of a policy violation. Four (4) offences will be considered a serious violation of the material terms of the lease.** In addition, tenant will be responsible for all costs to remove smoke odor or residue upon any violation of this policy.
- 3) Any deviation from the Smoke Free Housing Policy by any tenant, a member of their household, or their guest or visitor will be considered a lease violation. A fine will be added to the tenants' account for each violation of the policy that occurs in the apartments, building common areas or any other non-smoking area on or in the Housing Authority property. (In accordance to the approved *Maintenance Charge List*, any cigarette butts not properly disposed of will be considered 'Trash not picked up' and charged a \$50.00 service fee.)
- 4) No smoking signs will be posted both outside and inside the buildings, offices and common areas of the Housing Authority property. Tenants will be responsible to inform all their household, family, guests and visitors that their apartment is smoke free and that their housing may be affected by violators.

- 5) **If the smell of tobacco smoke is reported**, the Housing Authority will seek the source of the smoke and appropriate action will be taken. Tenants are encouraged to promptly give Property Management staff a written statement of any incident where smoke is migrating into the Tenant's apartment from sources outside of the Tenant's apartment.

## **ENFORCEMENT**

If a tenant is found to be in violation of the Smoke Free Housing Policy, the following steps will be taken:

**First offense** – The first documented occurrence will result in a verbal warning and Smoke-Free housing resource materials will be provided to the resident.

**Second offense** – The second documented occurrence will result in a written warning, Smoke-Free housing resource materials provided, and fined \$50.00

**Third offense** - The third documented occurrence will result in a written warning, Smoke-Free housing resources materials, and fined \$75.00

**Fourth offense** - The fourth documented occurrence will result in a 30-day Lease Termination Notice, and charged for smoke damage, if any.

### **Health and Safety of Employees and Contractors**

For the health and safety of Housing Authority employees and their representatives, no tenant shall have any type of tobacco or related product burning at such time as any employee or representative of the Housing Authority enters and remains in their apartment. If any tenant refuses to put out the burning tobacco or related product prior to the employee or representative entering their apartment, or if the tenant lights a tobacco or related product while an employee or representative remains in their apartment, the employee or representative shall vacate the apartment immediately and not return until such time as there is no longer any tobacco or related product burning. This may result in a delay of services to the tenant's apartment and possibly eviction.

### **Adoption of Policy by Tenant**

Upon approval of this policy, all tenants presently living in the Housing Authority apartments and new tenants will be given a copy of this policy. After review both incoming and current tenants will be required to sign the Smoke Free Housing Lease Addendum/House Rules Amendment. A copy will be retained in the tenant file. All tenants will be required to sign the new Smoke-Free Housing Policy prior to the

Effective Date. Refusal to properly execute required documents could result in the termination of tenancy. The Property Managers will provide information on cessation program.

### **Disclaimers and Representations**

- 1) The Smoke Free Housing Policy does not mean that tenants and/or employees will have to quit smoking in order to live and/or work at the Housing Authority developments and offices or drive its vehicles.
- 2) The Housing Authority is not a Guarantor of Smoke Free Environment – Housing Authority's adoption of the Smoke Free Housing Policy, and the efforts to designate portions of developments as non-smoking does not make the Housing Authority or any of its Board of Commissioners, officers, employees or agents the guarantor of Tenant's health or of the smoke free condition of the non-smoking portions of developments. However, the Housing Authority will take reasonable steps to enforce the Smoke Free Housing Policy. The Housing Authority is not required to take steps in response to smoking unless the Housing Authority has actual knowledge of the smoking and the identity of the responsible tenant.
- 3) Housing Authority Disclaimer – The Housing Authority's adoption of a non-smoking living environment, and the efforts to designate portions of its developments as non-smoking does not in any way change the standard of care that the Housing Authority has under applicable law to render its developments any safer, more habitable or improved in terms of air quality standards than any other rental premises. The Housing Authority specifically disclaims any implied or express warranties that the air quality in the apartment or the building containing the apartment will improve or be any better than any other rental property. The Housing Authority cannot and does not warranty or promise that its developments will be free from secondhand smoke. The Housing Authority's adoption of the Smoke Free Housing Policy does not in any way change the standard of care that it has to the Tenant's apartments and the common spaces.
- 4) The Housing Authority's ability to police, monitor or enforce the Smoke Free Housing Policy is dependant in significant part on voluntary compliance tenants, tenant's household, tenant's families, tenant's guests and visitors.
- 5) Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority does not assume any higher duty of care to enforce this policy than any other Landlord obligation under the Lease. The Housing Authority is not responsible for smoke exposure even if the tenant, a member of the tenant's household, tenant's families, tenant's guests or visitors have respiratory ailments, allergies, or any other physical or mental condition relating to smoke.
- 6) Even though the Housing Authority has adopted a Smoke Free Housing Policy it cannot guarantee that smoking will never happen.
- 7) In apartments that use to allow smoking, the effects of that smoking may still linger.

**ROCKY MOUNT HOUSING AUTHORITY**  
**SMOKE FREE HOUSING POLICY**  
**LEASE ADDENDUM**

I, \_\_\_\_\_, acknowledge receipt of Rocky Mount  
Print Name  
Housing Authority's Smoke Free Housing Policy which will become effective on July 30, 2018.

I acknowledge that I have read and agree to abide by the Smoke Free Housing Policy and understand that it is included and has become a binding and enforceable part of my lease with Rocky Mount Housing Authority as well as the House Rules and that any violations of said policy will result in the following:

**First offense** – The first documented occurrence will result in a verbal warning and Smoke-Free housing resource materials will be provided to the resident.

**Second offense** – The second documented occurrence will result in a written warning, Smoke-Free housing resource materials provided, and fined \$50.00

**Third offense** - The third documented occurrence will result in a written warning, Smoke-Free housing resources materials, and fined \$75.00

**Fourth offense** - The fourth documented occurrence will result in a 30-day Lease Termination Notice.

Tenant Signature: \_\_\_\_\_

Apartment Number: \_\_\_\_\_

Date: \_\_\_\_\_

# COVID-19 WAIVERS

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Rocky Mount Housing Authority  
City of Rocky Mount, North Carolina

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Effective Date: June 8, 2020



**Rocky Mount Housing Authority**  
**Board Resolution for COVID – 19 Waivers**

The Department of Housing and Urban Development has authorized all public housing authorities to implement certain waivers from its normal requirements without prior HUD approval (PIH Notice 2020-05, **SUBJECT: COVID-19 Statutory and Regulatory Waivers for the Public Housing, Housing Choice Voucher, Indian Housing Block Grant and Indian Community Development Block Grant programs, Suspension of Public Housing Assessment System and Section Eight Management Assessment Program**).

Be it resolved by the Rocky Mount Housing Authority that due to the COVID-19 emergency, the agency has chosen to implement the following waivers all of which were implemented on April 10, 2020. They are being ratified by the Board of Commissioners on June 8, 2020. Any HUD extension of the dates mentioned below shall be automatically approved by the Housing Authority without further Board action.

The waivers selected are based on the Rocky Mount Housing Authority's local situation. The descriptions of the specific waivers below are summaries. The PHA shall fully understand and comply with the waivers as described in the HUD Notice in all their particularities.

The Executive Director is hereby delegated the express authority to nullify any waiver and end this modification of the procedures and/or policies at such time as the Executive Director determines appropriate. Also, the Executive Director may choose to not take advantage of any of these waivers at the Executive Director's sole discretion.

**PUBLIC HOUSING AND HOUSING CHOICE VOUCHERS**

**PH and HCV-1: PHA 5-Year and Annual Plan Submission Dates, Significant Amendment Requirements**

**Agency Plans** – The PHA hereby adopts the authority granted by HUD to delay submission of its agency plan **according to the dates provided in the HUD notice.**

**Significant Amendments** – The PHA adopts the waiver of the significant amendment process until July 31, 2020.

**PH and HCV-2: Family Income and Composition: Delayed Annual Examinations**

The PHA is hereby taking advantage of the waiver that delays annual reexaminations of Public Housing and HCV families. However, the PHA will follow the requirement regarding an increase in the payment standard contained in HCV-7.

All annual recertifications due in calendar year 2020 will be completed by December 31, 2020.





**PH and HCV-3: Family Income and Composition: Annual Examination - Income Verification requirements**

The PHA will take advantage of the HUD waiver that allows the PHA to not follow the income hierarchy of PIH Notice 2018-18. The PHA will consider resident and participant self-certification as the highest form of income verification for exams done prior to July 31, 2020. The self-certification may occur over the telephone extemporaneously documented by the PHA's staff, or via email or regular mail.

If the PHA later determines that there are material discrepancies in a self-certification, the PHA will take the appropriate enforcement actions according to the PHA's policy.

**PH and HCV-4: Family Income and Composition: Interim Examinations**

The requirements for annual examinations stated above in PH and HCV-3 also apply to interim examinations conducted before July 31, 2020.

**PH and HCV-5: Enterprise Income Verification (EIV) Monitoring**

The Housing Authority is taking advantage of HUD's waiver of requirements to not monitor the PHA's EIV reports prior to July 31, 2020.

**PH and HCV-6: Family Self-Sufficiency (FSS) Contract of Participation: Contract Extension**

Due to the COVID-19 emergency, the Housing Authority will extend a families' Contract of Participation in the FSS program for up to 2 years. This extension waiver ends on December 31, 2020.

**PH and HCV-7: Waiting List: Opening and Closing: Public Notice**

HUD provides a waiver for requirements of reopening the PHA's waiting list. The PHA will accept this waiver if the PHA opens their closed waiting list prior to July 31, 2020. In accepting this waiver the PHA agrees to the communications requirements stated in the Notice.



## **PUBLIC HOUSING PROGRAM**

### **PH-1: Fiscal Closeout of Capital Grant Funds**

This waiver extends the deadline for the submission of any Actual Development Cost Certificates (ADCC) and an Actual Modernization Cost Certificates (AMCC) (two financial reporting documents required to close out Capital Fund grants). This waiver extends the required filing dates between March 1, 2020 and September 30, 2020 by 6 months.

### **PH-2: Total Development Costs**

HUD is waiving the TDC and HCC limits on public housing funds used in public housing development, mixed finance development, and Choice Neighborhoods development. The PHA can exceed the limits by 25% without HUD approval and the HUD Field Office can approve up to 50% in excess of the limits. This applies to development proposals submitted to HUD no later than December 31, 2021.

### **PH-4: ACOP: Adoption of Tenant Selection Policies**

This waiver allows the PHA to adopt and implement changes in their ACOP without formal Board approval so long as the Board of Commissioners approves them as soon as practical, but before July 31, 2020.

### **PH-5: Community Service and Self-Sufficiency Requirement (CSSR)**

This waiver suspends the community service self-sufficiency requirement until March 31, 2021.

### **PH-7: Over-Income Families**

This waiver suspends the over income requirement between now and December 31, 2020 and over-income families can retain their unit under the status quo.

### **PH-8: Resident Council elections**

This waiver allows for an extension beyond the 3-year limit of resident council elections so long as the rescheduled election is held as soon as reasonably possible and in no event after July 31, 2020.



**PH-10: Tenant Notifications for Changes to Project Rules and Regulations**

The PHA is required to provide 30-day notice to impacted families to changes in policies, rules and special charges before the changes are made. HUD is waiving the requirement for advance notice except for any changes made to tenant charges. However, the PHA is required to notify impacted families within 30 days of making such changes. This waiver expires July 31, 2020.

**11. PHAS and Uniform Financial Reporting Standards**

**a. PHAS**

HUD is suspending physical inspections for housing authorities unless the PHA requests a new PHAS score. New PHAS scores will not be issued for PHAs with a fiscal year ending on or before December 31, 2020. PHAS scoring will resume for PHAs with fiscal years ending March 31, 2021.

**b. Uniform financial reporting standards: Filing of financial reports: Reporting Compliance Dates**

HUD is extending the required date for filing various financial reports according to a schedule set forth in the notice for all agencies with fiscal years ending before June 30, 2020.

**12. Other Waivers and Administrative Relief.**

**a. PHA Reporting Requirements on HUD Form 50058.**

Form 50058 is normally required to be submitted within 60 calendar days from the effective date of any action recorded on line 2b of the form. This waiver extends the 60-day requirement to 90 days. If the PHA receives a fatal error report, the PHA will not be required to resubmit the form under this waiver. This waiver expires December 31, 2020.

**b. [For HUD, not the PHA]**

**c. Extension of Deadline for Programmatic Obligation and Expenditure of Capital Funds**

This waiver extends both the obligation end date and the expenditure end date of Capital Funds by 1 year.



## HOUSING QUALITY STANDARDS

### **HQS-1: Initial Inspection Requirements**

The Housing Authority is accepting HUD's waiver of initial inspections not being required prior to the beginning of the initial lease term. Instead, the PHA will accept an owner's certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units. The PHA reserves the right to add other requirements or conditions to this owner certification. In any event, the PHA will conduct an HQS inspection of all units as soon as reasonably practical, but no later than October 31, 2020. This waiver is applicable until July 31, 2020.

### **HQS-2: Project-Based Voucher (PBV) Pre-HAP Contract Inspections. PHA Acceptance of Completed Units**

The Housing Authority is accepting HUD's waiver of an inspection of a rehabilitated and/or newly constructed unit before entering into a HAP contract. The same conditions in timeframes as expressed in HQS-1 above apply here.

### **HQS-3: Initial Inspection: Non-Life-Threatening Deficiencies (NLT) Option**

The PHA is utilizing the option provided by HUD to approve HAP contracts and begin making housing assistance payments on a unit that fails initial HQS inspection providing the failure is solely for non-life threatening deficiencies. This option is available for both tenant-based and project-based units. The owner shall be given 60 days instead of the normal 30 days to repair any non-life-threatening deficiencies. The ability to extend for 60 days ends on July 31, 2020.

### **HQS-4: HOS Initial Inspection Requirement – Alternative Inspection Option**

HOTMA authorized housing authorities to allow a unit to be occupied prior to the initial inspection if the unit has passed an alternative inspection as allowed in the Administrative Plan within the previous 24 months. The housing authority had to inspect the unit within 15 days of the RFTA. HUD is waiving the 15-day inspection requirement and allowing just the alternative inspection to suffice so long as the owner certifies that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit. The PHA may add additional requirements or conditions. In any event, the initial HQS inspection must be conducted no later than October 31, 2020. This option is available for both tenant-based and project-based units. This waiver is valid until July 31, 2020.





**HQS-5: HOS Inspection Requirement – Biennial Inspections**

Inspections must be made every other year or every third year depending upon the housing authority and the PHA's Administrative Plan. HUD is waiving these inspection periods so long as the inspections are completed as soon as reasonably possible, but no later than October 31, 2020.

**HQS-6: HOS Interim Inspections**

Interim inspections requested prior to July 31, 2020 do not have to follow the normal regulatory timeframes. Instead they must be made as soon as feasible. As a condition of this change the PHA is required to notify the owner of a reported life-threatening deficiency. The owner must either correct the life-threatening deficiency within 24 hours or provide adequate documentation that the reported deficiency does not exist. In the case of non-life-threatening deficiencies, the owner must make the repair or document that the deficiency does not exist within 30 days or any approved extension that the PHA makes. The PHA is not required to conduct an on-site inspection to verify the repairs have been made but may rely on an alternative verification method such as photographs or tenant certifications.

**HQS-7: PBV Turnover Unit Inspections**

Normally when a project-based voucher turns over, an inspection is made. This waiver allows the PHA to accept an owner certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist and allow the new tenant to move in. The PHA reserves the right to add additional requirements or conditions. In any event, an inspection must be completed as soon as reasonably possible, but no later than October 31, 2020. The authority for this waiver ends on July 31, 2020.

**HQS-8: PBV HAP Contract – HOS Inspections to Add or Substitute Units**

At the discretion of the housing authority and subject to all PBV requirements a PHA can allow a substitution of one unit for a previously covered unit. Normally the new unit must be inspected prior to the initial occupancy.

HUD has waived the pre-occupancy inspection requirement. A substitution can be made upon the owner's certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit. The PHA can add additional conditions or requirements. This waiver ends on July 31, 2020 and all inspections must be made prior to October 31, 2020.



**HQS-9: HOS Quality Control Inspections**

The requirement for PHAs to conduct supervisory quality control inspections of a sample of units under contract is waived until October 31, 2020.

**HQS-10: Housing quality standards: Space and Security**

The regulation establishes a minimum standard for adequate space for assisted families. It requires at least one bedroom or living/sleeping room for each 2 persons. For people continuing to live in the same unit who need to add a person or persons to their lease because of the COVID-19 emergency, the minimum space requirement is waived. This does not apply to an initial or new lease. This waiver is in effect for the duration of the current lease term or through April 10, 2021, whichever period of time is longer.

**HQS-11: Homeownership Option – Initial HOS Inspection**

The initial HQS inspection required for the HCV home ownership program by the PHA is waived until July 31, 2020.

**HOUSING CHOICE VOUCHER PROGRAM**

**HCV-1: Administrative Plan**

HUD is waiving the requirement that all changes to the Administrative Plan be approved by the Board of Commissioners prior to adoption. Instead, the Board must approve revisions as soon as practical, but no later than July 31, 2020.

**HCV-2: Information When Family is Selected - PHA Oral Briefing**

HUD requires that all families participating in the HCV or PBV program should be given an oral briefing prior to admission. This requirement is being waived and, as a substitute, HUD will allow things like webcasts, video calls, or expanded information packets as substitutes. Section 504 and the ADA requirements remain. This waiver expires on July 31, 2020.



**HCV-3: Term of Voucher – Extensions of Term**

HUD is waiving the requirement for voucher extensions to be according to the Administrative Plan. Instead, HUD is allowing the PHA to extend the term of vouchers according the needs of the PHA's community. This authority expires on July 31, 2020.

**HCV-4: PHA Approval of Assisted Tenancy – When HAP Contract is Executed**

HUD is waiving the requirement that a HAP contract be executed within 60 days of the beginning of the lease and extending that term to 120 days from the beginning of the lease. This waiver expires July 31, 2020.

**HCV-5: Absence from Unit**

The regulation requires that a family not be absent from a unit for more than 180 consecutive calendar days for any reason. Due to the COVID-19 emergency, this is being waived in the case of extenuating circumstances (e.g. hospitalizations, extended stays at nursing homes, caring for family members). This waiver expires on December 31, 2020.

**HCV-6: Automatic Termination of HAP contract**

A HAP contract is typically terminated 180 days after the last HAP payment to the owner. This waiver removes the 180-day limit and substitutes a time set by the PHA. This waiver expires on December 31, 2020.

**HCV-7: Increase in payment standard under HAP contract term**

The regulation requires that if the payment standard amount increases during a HAP contract, the new payment standard shall be effective on a family's first reexamination on or after the increase in the payment standard. HUD is waiving this requirement and allowing the PHA to apply the increased payment standard at any time after the effective date of the new payment standard, provided that the increased payment standard is used no later than the effective date of the family's first regular reexamination following the change.

If the PHA adopted the waiver in PH and HCV-2 the PHA must use the increased payment standard beginning on the date of the family's first regular examination that would have been effective in the absence of the waiver. Alternatively, the PHA can conduct an interim reexamination where the only change is the increased payment standard amount. This waiver expires December 31, 2020.



**HCV-8: Utility allowance schedule – required review and revision**

This waives the requirement to revise the PHA's utility allowance if there's been a change of 10% or more in a utility rate. This waiver expires December 31, 2020.

**HCV-9: Homeownership Option – Homeownership Counseling**

HUD is waiving the pre-purchase briefing and counseling requirements for families purchasing a home under the Section 8 home ownership program. This waiver expires July 31, 2020.

