

SHA  
Tenant Selection Plan



## ***Property Information***

Property Names: (Family Units)

Boundary Apartments, Brookview, East Lafayette Street, Pine Hills,  
West End

Salisbury Housing Authority Central Office address and contact  
information:

200 S MLK JR Ave

P.O. Box 159

Salisbury, NC 28144

TTY:

Phone: 704-636-1410

Fax: 704-636-1433

Website: [www.salisburyhousingauthority.com](http://www.salisburyhousingauthority.com)



## ***The Purpose of the Tenant Selection Plan***

The tenant selection plan helps to ensure that tenants are selected for occupancy in accordance with HUD requirements and established management policies.

## ***Assistance Definition***

The property is operating under the guidelines established for the following contract types.

- 1) Section 8, Project Based Rental Assistance

## ***Subsidy***

Tenants at this property are offered subsidized rents which may vary.

## ***Housing Choice Vouchers***

Vouchers are not accepted at this property

## ***Policies to Comply With Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act Amendments of 1988 and Title VI of the Civil Rights Act of 1964***

### **Fair Housing**

Title VIII - The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability, and familial status.

### **Title VI of the Civil Rights Act of 1964**

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance from HUD.

### **Section 504 of the Rehabilitation Act of 1973**

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination based upon disability in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions included in the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on the owner/agent to make their programs as a whole, accessible to persons with disabilities.



## **Coordinating Efforts to Comply with Section 504 Requirements**

The owner/agent, known hereafter as the Housing Authority of Salisbury, or SHA, has designated a specific person to address questions or requests regarding the specific needs of our disabled tenants and applicants. This person is referred to as the Section 504 Coordinator.

### **Section 504 Coordinator**

**Bradley Moore**

**200 S MLK JR AVE**

**P.O. Box 159**

**Salisbury, NC 28145**

**704-636-1410 ext. 118**

## **Requests for Reasonable Accommodation or Modification**

The SHA will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, the SHA will make reasonable accommodations or modifications for individuals with handicaps or disabilities (applicants or tenants) unless these modifications would change the fundamental nature of the property or result in undue financial and/or administrative burden. Please see Appendix A for additional information.

The SHA is committed to ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the



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operation of housing services or programs solely on the basis of such disabilities. Therefore, if an individual with a disability requests an accommodation or modification, the owner/agent will fulfill these requests, unless doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden. In such a case, the owner/agent will offer an alternative solution that would not result in a financial or administrative burden.

1. SHA is responsible for informing all tenants that a request may be submitted for reasonable accommodations for an individual with a disability.
2. At the time of application, all applicants will be provided with the Request for Reasonable Accommodation Policy or, upon the applicant's request, the Policy will be provided in an equally effective format.
3. All applicants/tenants will be provided the Request Form when requesting a reasonable accommodation or, upon the applicant/tenant's request, the Request Form will be provided in an equally effective format. A tenant or applicant may submit the request in writing, orally, or use another equally effective means of communication to request an accommodation or modification.
4. Tenants and applicants may contact the SHA for information about requests.
5. Upon receiving the request, the owner/agent will respond to the request within twenty (20) business days. At this time, the SHA may request additional information or verification.
6. The SHA will consent to or deny the request as quickly as possible, but within thirty (30) business days after receiving all necessary information and documentation from the tenant. All decisions to grant or deny reasonable accommodations will be communicated in writing or if required, in an alternative format in order to communicate the decision to the applicant/tenant. Exceptions to the 30 business day period for notification of the owner/agent's decision on the request will be provided to the tenant setting forth the reasons for the delay.



7. If the request for reasonable accommodation or modification is denied, the requestor has the right to appeal the decision within (10) ten business days of the date of the written notification of denial. The appeal meeting will be conducted by staff who was not originally involved in the original denial.

## Compliance with Requirements Outlined in the Violence Against Women Act

In accordance with the Violence Against Women Act (VAWA), the SHA will not penalize victims of domestic violence, stalking, dating violence or rape. The Violence Against Women Act was promoted to make the lives of victims of abuse easier and to prevent homelessness.

Some key points provided in the Act include:

1. A potential tenant who certifies they were the victim of domestic violence may be allowed to be admitted even with poor credit and poor landlord evaluations if he/she can show these negative factors were caused by domestic violence.
2. It is assured that victims of domestic violence, sexual assault etc. can have access to the criminal justice system without facing eviction.
3. Where someone is abusive to other members of the household, only the abuser may be evicted.
4. Tenants in assisted housing facing violence may be allowed early lease termination for a matter of safety.
5. Victims must certify their status as victims and that the incident in question was a bona fide incident of domestic violence by presenting appropriate documentation to the SHA. Nothing prevents a victim who has committed a crime or violated a lease from being denied, evicted or terminated.

## Availability of Assistance for Persons with Limited English Proficiency

The SHA will provide for such meaningful access consistent with, and without unduly burdening, the fundamental mission of the property. The SHA will work to ensure that people who need housing assistance are provided meaningful access to the housing assistance program.

The lease and other documents will be provided in Spanish if needed. A translator will be provided in our main office when needed.

## Eligibility Requirements

### Program Eligibility

Based on Federal Regulations, the owner/agent may not admit ineligible applicants. In the selection of applicants for admission, Eligibility Criteria has been established in accordance with HUD guidelines. **All information reported by the household is subject to verification.**

*The following eligibility standards will be applied in accordance with HUD requirements:*

1. The household's annual income must not exceed program income limits.
2. Applicants must disclose social security numbers for all household members and provide proof of the numbers reported.





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3. All adults in each applicant household must sign an Authorization for Release of Information prior to receiving assistance and annually thereafter.
4. The unit for which the household is applying must be the household's only residence.
5. An applicant must agree to pay the rent required by the program under which the applicant will receive assistance.
6. Only U.S. citizens or eligible non-citizens may receive assistance under Section 8, Section 236, Rent Supplement, Rental Assistance Payment (RAP), and Section 202/8 programs.
7. The household size must be appropriate for the available apartments.

All information provided by applicants and tenants is subject to verification.

## **Disclosure and Certification of Social Security Number**

Applicants and tenants are required to disclose and provide verification of the complete and accurate Social Security Number assigned to them.

### **Exceptions to disclosure of Social Security Number**

The Social Security Number requirements do not apply to:

(a) Individuals who do not contend eligible immigration status.

*(Persons not contending to have eligible immigration status must sign a certification that they do not have eligible immigration status)*

(b) Individuals age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010.

(c) Existing residents as of January 31, 2010, who have previously disclosed their Social Security Number and HUD has determined their Social Security Number to be valid.



## **Timeframe for Providing Social Security Numbers**

- (a) Applicants currently on or applying to our waiting list do not need to disclose or provide verification of a Social Security Number for all non-exempt household members at the time application and for placement on the waiting list. However, applicants must disclose and provide verification of a Social Security Number for all non-exempt household members before they can be housed.
- (b) If all non-exempt household members have not disclosed and/or provided verification of their Social Security Numbers at the time a unit becomes available, the next eligible applicant must be offered the available unit. The applicant who has not disclosed and/or provided verification of Social Security Numbers for all non-exempt household members has 90 days from the date they are first offered an available unit to disclose and/or verify the Social Security Numbers. During this 90-day period, the applicant may, at their discretion, retain their place on the waiting list. After 90 days, if the applicant is unable to disclose and/or verify the Social Security Numbers of all non-exempt household members, the applicant will be determined ineligible and removed from the waiting list.

## **Secondary Verification of the Social Security Number**

The Social Security Number provided will be compared to the information recorded in the Social Security Administration database (through HUD's Enterprise Income Verification System) to ensure that the Social Security Number, birth date and last name match. If EIV returns an error that cannot be explained or resolved, assistance and/or tenancy may be terminated and any assistance paid in error must be returned to HUD. If the applicant/resident deliberately provides an inaccurate Social Security Number, the SHA and/or HUD may pursue additional penalties due to attempted fraud.



## Citizenship/Immigration Status Requirements

Applicants are required to declare U.S. Citizenship or submit evidence of eligible immigration status for each household member seeking housing assistance.

The owner/agent is required to obtain the following:

- 1) Household Summary Sheet; (lists all household members who will reside in the assisted unit)
- 2) Citizenship Declaration; (Each household member listed on the Household Summary Sheet must complete a declaration of citizenship or noncitizen status)
- 3) Forms and/or evidence of citizen/immigration status;

Additional information regarding submission and verification of proof of citizenship status or eligible non-citizen status can be found in Appendix B.

If you have any questions or difficulty in providing the described information or determining the type of documentation required, please contact the management office. If you are unable to provide the required documentation in the time frame indicated in Appendix B, you must contact the management office and request an extension. If you fail to provide this information in the timeframes described, the SHA cannot provide assistance.

The SHA will offer the household assistance, providing subsidy to those eligible household members whose documents were received on time when the following criteria is met:

- 1) Assistance/unit is available;
- 2) The household has come to the top of the waiting list;
- 3) At least one member of the household has submitted the required documentation in a timely manner and has been determined to be eligible based on all of the criteria in this tenant selection plan

If any household member is determined to be an ineligible non-citizen, either at application or after move-in, assistance may be prorated or terminated.

## **Deferral of Termination**

Temporary deferral of termination of assistance to find other suitable housing may be provided in some instances to ineligible households already in occupancy.

(Other suitable housing is defined as standard housing, appropriately sized and able to be rented for an amount not exceeding 125% of a family's current TTP)

The initial period of deferral may not exceed six months, but may be extended in six-month increments, not to exceed 18 months.

The SHA must inform the family at least 60 days before the end of the deferral period whether or not the deferral will be extended.

## ***Eligibility of Students***

### **Eligibility of Students Enrolled at an Institute for Higher Education for Assisted Housing under Section 8 of the US Housing Act of 1937**

A student who is otherwise eligible and meets screening requirements is eligible for assistance if the student:

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- 1) Is married, a US Armed Forces veteran, an orphan or ward of the state
- 2) Has one or more dependents
- 3) Enrolled in graduate school or a professional course study
- 4) Is applying with parent or guardian
- 5) Is an "independent student" (to be an independent student, the student must meet all of the following criteria)
  - a) Be of legal contract age
  - b) Not be claimed as a dependent by a legal parent or guardian
  - c) Have a separate residence for at least one year
  - d) Provide a certification from parents or guardian of the amount of financial support provided (even if amount is zero). When a parent or guardian's income is counted for eligibility purposes, the income limits where the parent/s lives applies.

For purposes of determining the eligibility of a person to receive assistance under section 8 of the United States Housing Act of 1937, any financial assistance (in excess of amounts received for tuition) that an individual receives under the Higher Education Act of 1965 from private sources or an institution of higher education (as defined under the Higher Education Act of 1965) shall be considered income to that individual, except for:

- 1) A person 24 or older with dependent children as defined by HUD or
- 2) A person living with his/her parents

## Assistance to Noncitizen Students

Assistance is prohibited to noncitizen students who do not have eligible immigration status which is defined as:

- 1) A resident in another country to which the person intends to return;
- 2) A bona fide student pursuing a course of study in this country; and



- 3) Admitted to this country solely for the purpose of pursuing such a course of study

## ***Property Eligibility Definition***

### **Income Limits**

Income limits vary by household size. The SHA will provide applicants a copy of the income limits for the property area upon request. In addition, applicants can review the income limits by accessing the following web site.

<http://www.huduser.org/datasets/il.html>

HUD requires that property managers incorporate the most recently published income limits when determining eligibility. Income limits are updated annually (usually around February).

For this property, qualified applicant households' income must be low, very low, or extremely low.

## Occupancy Standards

Number of bedrooms	Minimum number in household	Maximum number in household
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

Chart of Allowed Occupants per Bedroom



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In determining bedroom sizes, the SHA will include the presence of:

- 1) Unborn children
- 2) Children in the process of being adopted
- 3) Children subject to 50% joint custody
- 4) Children temporarily absent due to placement in foster care,
- 5) Children away at school who live with the family during school recesses as long as they have not signed a lease to off-campus housing
- 6) Live in attendants, foster children and foster adults
  - a. (Live in attendants may have a separate bedroom but must sign a release form stating they have no rights to the unit as a remaining member)

The following additional rules apply when determining bedroom sizes for assigning units:

- 1) Adults and children may, but are not required to, share a bedroom
- 2) Children of the opposite sex may, but are not required to, share a bedroom

*Families may qualify for multiple bedroom sizes. If a family accepts a smaller unit than desired in order to be housed quicker, they may not request a transfer until their family composition changes. Only two people per bedroom will be allowed.*

## **When larger units may be assigned**

- 1) As the result of a reasonable accommodation to a disability





- 2) No eligible family of a suitable size is available to occupy a unit within 60 days (The family must agree in writing to move to an appropriate size unit (at their own expense) as soon as an appropriate size unit becomes available) The family will be given a 30 day notice.

## ***Procedures for Taking Applications & Opening and Closing the Waiting List***

It is the SHA's policy to accept and process applications in accordance with HUD handbooks and regulations when applicable.

All applications can be submitted on site at the property or via U.S. Mail.

Applications must be completed in full and signed in order to be accepted. Incomplete applications will be returned to the applicant without consideration.

The SHA will use the following communication methods when requesting or providing information to the household members:

- 1) First class mail
- 2) Email
- 3) Fax
- 4) In person
- 5) phone



## Opening and Closing Waiting Lists

In order to maintain a balanced application pool, the SHA may, at its discretion, restrict application taking, suspend application taking, and open or close waiting lists in whole or in part. The SHA will use a 12-month waiting period to determine whether the waiting list may be open or closed. If the SHA has sufficient applications, they may elect to close the waiting list completely.

Decisions about closing and opening the waiting list will be based on the number of applications available for a particular size and type of unit and the ability of the owner/agent to house an applicant in an appropriate unit within a reasonable period of time.

Notices announcing that the waiting list is open or closed will be publicly announced. Announcements will be provided to the public in the following manner:

- 1) Local newspapers
- 2) Publications described in the current Affirmative Fair Housing Marketing Plan

Notices will include:

- 1) The period that the SHA will accept applications
- 2) The location where interested households may submit applications

Interested parties who insist on submitting applications when the waiting list is closed will not be considered. The application **will not be reviewed** and will be returned to the head of household indicated on the application via first class mail.



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

## ***Privacy Policy***

It is the policy of the SHA to guard the privacy of individuals conferred by the Federal Privacy Act of 1974 and to ensure the protection of such individuals' records maintained by the SHA. Neither the property owner nor its agents shall disclose any personal information contained in its records to any person or agency unless the individual about whom information is requested gives written consent to such disclosure. This Privacy Policy in no way limits the SHA's ability to collect such information to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

## ***Verification***

The owner/agent shall obtain verifications in compliance with requirements set forth in the HUD Handbook 4350.3. After the preliminary eligibility determination, no decision to accept or reject an application shall be made until information provided on the application form and during subsequent interviews has been collected and any necessary follow-up interviews have been performed. All information relative to the following items must be verified as described in these procedures.

## **Information to be Verified** -included, but not limited to the following:

- 1) Eligibility for Admission
  - a. Income
  - b. Assets And Asset Income



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- c. Identification
- d. Age
- 2) Household Composition
  - e. Social Security Numbers
  - f. Citizenship and/or Legal Status
  - g. Student Status
  - h. Residency
  - i. Current HUD Assurances
- 3) Allowances
  - a. Age
  - b. Disability
  - c. Full Time Student Status
  - d. Child Care Expenses
  - e. Disability Assistance Expenses
  - f. Medical Expenses (For Elderly/Disabled Households Only)
- 4) Preferences for admission
- 5) Compliance for Tenant Screening Guidelines
- 6) The need for an Accessible Unit

## Accessible Units

Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order their names come to the top of the waiting list. Such applicants must sign a form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible unit appears on the waiting list, or a current family needs to transfer into an accessible unit.



**Methods of Verification** - Verifications will be attempted in the following order:

- 1) UIV or EIV
- 2) Third Party (4-6 check stubs, mailed, emailed, or faxed forms)
- 3) Applicant/Tenant delivered forms
- 4) Applicant/Tenant self-certification (Notarized)

Each file will be documented, when appropriate, to show that staff attempted to obtain third-party verification before relying on some less acceptable form of information.

## **Sources of Information**

- 1) Any member of the applicant household
- 2) Present and former housing providers/landlords
- 3) Present and former employers
- 4) Banks
- 5) Insurance Companies
- 6) Any Asset Manager
- 7) Family members
- 8) Any person or organization providing regular contributions to the household
- 9) Criminal Screening providers
- 10) Social workers/Parole Officers
- 11) Court records
- 12) Health Providers
- 13) Physicians
- 14) Clergy
- 15) Schools/Institutes of Higher Education
- 16) Department of Homeland Security (DHS)

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- 17) The Internal Revenue Service (IRS)
- 18) The Department of Health and Human Services (HHS)
- 19) The Social Security Administration (SSA)
- 20) Medicare/Medicaid
- 21) Any federal/local benefit providers
- 22) Pharmacies
- 23) Local and non-local law enforcement
- 24) Automated criminal databases
- 25) Sexual Offenders registries when available
- 26) The Internet
- 27) Any other HUD provided source

The SHA will be the final judge of the credibility of any verification submitted by an applicant. If the owner/agent considers documentation doubtful, it will be reviewed by management staff that will make a ruling about its acceptability. The SHA will continue to pursue credible documentation until it is obtained or the applicant is rejected for failing to produce it.

## **Period for Verification**

Only verified information that is less than 120 days old may be used for verification or recertification. Verified information not subject to change (such as a person's date of birth) will not be re-verified.

## ***Consent and Verification***

All adult members of a household must sign consent forms and, as necessary, verification documents, so that the SHA can verify eligibility and screening criteria. Consent and verification forms protect the rights and privacy of tenants and applicants by allowing them to have control over any information collected about them.



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Each household member age 18 and older and each household head and spouse regardless of age must sign the following forms regardless of whether they report income:

- 1) HUD-9887, *Notice and Consent for the Release of Information to HUD and to a PHA*
- 2) HUD-9887-A, *Applicant's/Tenant's Consent to the Release of Information Verification by Owners of Information Supplied by Individuals Who Apply for Housing Assistance*

All adult members of an applicant or tenant household must also sign individual verification forms authorizing the owner/agent to verify household income and other applicable eligibility factors (e.g., disability status).

## **Provisions for Refusal to Sign**

If the applicant or any adult member of the applicant's household, does not sign and submit the consent forms as required in 24 CFR 5.230, the SHA must deny assistance and tenancy.

## ***Misrepresentation***

Any information provided by the applicant that verification proves to be untrue may be used to disqualify the applicant because of misrepresentation or attempted fraud.



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The SHA will not take any action to reduce or deny assistance based on inconsistent information received during the verification process until the SHA has independently investigated the information. The SHA considers false information about the following to be grounds for rejecting an applicant or denying assistance:

- 1) Identity
- 2) Social Security Numbers/Information
- 3) Income
- 4) Assets/Income from Assets
- 5) Household Composition
- 6) Disability
- 7) Birth Date/Age
- 8) Citizenship, Naturalization, and/or Eligible Immigration Status
- 9) Eviction History
- 10) Criminal History
- 11) Sexual Offender Status
- 12) Eligibility for Preferences and Priorities
- 13) Allowances
- 14) Current/Previous Residence History
- 15) Current Housing Assistance
- 16) Status as a Student

Unintentional errors that do not cause preferential treatment will not be used as a basis to reject applicants or deny assistance to tenants.





## ***Determination of Applicant Eligibility***

Information needed to determine applicant eligibility shall be obtained, verified, and the determination of applicant eligibility performed, in accordance with HUD and property eligibility requirements. If any household member has declared him/herself an eligible non-citizen, verification of non-citizen eligibility will begin within a reasonable timeframe after the owner/agent accepts the application.

## **Preliminary Determination of Eligibility**

The SHA will make a preliminary eligibility determination before adding a household to the waiting list or initiating final eligibility tasks. The SHA will review the application to ensure that there are no obvious factors that would make the applicant ineligible. If information on the application indicates that the applicant household does not meet the eligibility and/or screening requirements the household will be rejected.

If preliminary eligibility determination indicates that a household is eligible for tenancy, but units of appropriate size are not available, the owner/agent will place the household on the waiting list for the property and notify the household when a suitable unit becomes available.

If an applicant is otherwise eligible but no appropriate size unit exists in the property, the SHA will reject the application.

## **Final Determination of Eligibility**

When a unit becomes available, all eligibility criteria, including the criteria described above, will be reviewed before a final eligibility determination is made.



Being eligible, however, is not an entitlement to housing. Every applicant must meet Tenant Screening Guidelines. The Applicant Screening criteria must be met in order for the SHA to offer a unit to the household.

## ***Applicant Screening Criteria***

Screening is used to help ensure that households admitted to a property will abide by the terms of the lease, pay rent on time, take care of the property and unit, and allow all tenants to peacefully enjoy their homes. **Anyone who wishes to live on the property must be screened prior to move in.** This includes, but is not limited to, live-in aides, security/police officers, employees of the SHA, or additional household members wishing to move-in after the initial move-in. The current screening guidelines in place at the time the new household member applies will be used to determine eligibility for admission. Screening is performed in a manner that is reasonable, consistent, and complies with Fair Housing laws.

## **Income Targeting**

At least 40% of new admissions and initial certifications must be Extremely Low Income (ELI) households. ELI is defined as 30% of AMI

If the SHA determines the 40% target is not being met, only ELI household will be admitted until the goal is met.

If there are no ELI families on the waiting list, the SHA may rent to non-ELI families as long as efforts have been made to attract ELI families. The SHA must document marketing efforts to attract ELI families.

## Screening For Drug Abuse and other Criminal Activity

HUD has established standards that prohibit admission of:

- 1) Any household containing a member(s) who was evicted in the last five years from federally assisted housing for drug-related criminal activity. *The SHA may admit the family if the offending household member has successfully completed an approved, supervised drug rehabilitation program, or the offending member is no longer a member of the household.*
- 2) A household in which any member is currently engaged in illegal use of drugs or for which the owner/agent has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other tenants.
- 3) Any household member who is subject to any state sex offender registration requirement or has been subject to lifetime inclusion on any state sex offender registration.
- 4) Any household member if there is reasonable cause to believe that member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other tenants. The screening standards must be based on behavior, not the condition of alcoholism or alcohol abuse.
- 5) Any household member has been convicted of manufacturing or producing methamphetamine in any federally assisted housing property.



## Grounds for Denial

1. Any felony conviction in the last three years
2. Any misdemeanor conviction or adjudication, other than acquittal, which involved injury to a person or property within the last three years.
3. Any conviction or adjudication other than acquittal for the sale, distribution or manufacture of any controlled or illegal substance within the last five years.
4. Any conviction or adjudication other than acquittal involving illegal use or possession of any controlled or illegal substance within the last five years.
5. Any conviction or adjudication other than acquittal, for any sexual offense.
6. Any conviction or adjudication other than acquittal, which involved harm to a child.
7. Any conviction or adjudication other than acquittal, which involved harm to an animal.
8. Any charge or conviction of crimes classified as domestic violence (abuse, stalking, rape, date rape, etc.)
9. Any current illegal use of or addiction to a controlled or illegal substance.
10. Any act constituting a threat to the health or safety of other individuals.
11. Any act resulting in substantial physical damage to the property of others.
12. Any act that interferes or may interfere with the peaceful and quiet enjoyment of the premises.
13. Any household member is subject to registration under any state sex offender registration.
14. Any threatening or abusive behavior/language toward SHA staff.
15. A history of committing fraud and/or identity theft

The SHA will not admit any family who has been evicted, or had their lease terminated, for any reason, from the SHA within the last three years. (five years for drug evictions, see p. 27)



In the case of convictions, the SHA will use the disposition date, not the arrest date. No family member will be added in the event there is a pending trial for any of the above denial criteria.

In all cases where there is evidence of criminal history, as described above, no applicant will be deemed qualified within five years of release from incarceration from any state, federal or local prison.

## Criminal Screening Discoveries

If the criminal background investigation results indicate that the applicant does not meet the criminal screening criteria, the SHA will reject the applicant in accordance with HUD guidance and the SHA's standards for applicant rejection. If the applicant provided conflicting information on the application, before rejecting the household, the SHA will:

- 1) Notify the household of the proposed action based on the information;
- 2) Provide the subject of the criminal record and the tenant with information about how to obtain a copy of the information ;
- 3) Provide the applicant with an opportunity to dispute the accuracy and relevance of the information obtained from any law enforcement agency;
- 4) Allow the household the opportunity to remove the household member.

In this situation, applicants will have ten calendar days to resolve the discrepancy before the owner/agent moves to the next household on the waiting list.

## Screening for Rental History

The owner/agent reviews rental history of any applicant within the last 10 years.

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The SHA will contact the prior property owner/agent (as indicated above) and inquire about the following information:

- 1) Adherence to the Lease & Community Policies
- 2) Rental Payment Performance
- 3) Unit Maintenance
- 4) Record of Disturbing Neighbors
- 5) Rent owed

If information obtained is negative the applicant will be rejected. Negative responses include but are not limited to:

- 1) Failure to comply with the lease
- 2) Poor rental payment history
- 3) Record of poor unit maintenance or extensive damage to the unit
- 4) Complaints from neighbors regarding actions that directly impact the peace and quiet comfort of others living in the community and/or record of actions that interfered with or prevented the previous landlord from effectively managing the property
- 5) Currently owes rent or other amounts to any other Federally Assisted housing programs such as Public Housing or Section 8
- 6) Intentional misrepresentation of information related to a housing application for Federally Assisted housing programs, or benefits derived there from
- 7) Eviction from any Federally Assisted housing program for any reason in the last year

*The SHA will not deny assistance solely because a family has no credit history.*



## ***Rejecting Ineligible or Unqualified Applicants***

The SHA complies with applicant rejection requirements set forth in the HUD Handbook 4350.3. The owner/agent reserves the right to reject applicants for admission if it is determined that the applicant or any member of the household falls within any one or more of the following categories:

- a) Failure to meet the HUD indicated eligibility requirements for the assistance program/property
- b) No unit of the appropriate size exists on the property
- c) Failure to provide social security information as described
- d) Failure to provide proof of citizenship or eligible non-citizen status as described
- e) Refusal to sign appropriate verification documents
- f) Misrepresentation
- g) Failure to meet the applicant screening requirements
- h) Fraud
- i) Failure to respond to management inquiries for additional information during the application process
- j) Failure to respond to management inquiries while on the waiting list; missing two appointments to update application
- k) Inability to contact the applicant via US Mail (letters undeliverable or returned) and/or by phone (number disconnected or changed)
- l) Record of eviction, for lease violations, or non-payment of rent from any SHA property within the last three years (five for drug evictions)
- m) Record of eviction, for lease violations, from any Federally Assisted property within the last year



Applications being removed for any of these reasons must have a letter sent informing their right to an informal review.

## **Informal Review**

If the SHA determines that an applicant does not meet the criteria for receiving assistance, the SHA will promptly provide the applicant with written notice of the determination. The notice will contain the reason for the denial and state the applicant has (10) ten calendar days to request in writing to have an informal review. The SHA must schedule the meeting within (5) five business days of receiving notice.

The informal review may be conducted by any person designated by the SHA, other than a person who made or approved the decision under review, or a subordinate of said person. The SHA must notify the applicant of the final decision with (5) five business days of the informal review, including a brief statement of the reason for the final decision.

The applicant must be given rights to reasonable accommodations for a disability for this process if so requested.

The grievance policy is attachment 4 of this TSP.

## **Consideration in the Informal Review**

The SHA may consider extenuating circumstances during the meeting to discuss rejection notices. If an applicant is clearly eligible and passes the screening guidelines, admission shall be authorized. Likewise, if the applicant is ineligible, rejection shall be authorized. Management will follow the grievance process in compliance with requirements set forth in the HUD Handbook 4350.3.



## ***Applications***

A written application is required for admission or placement on the waiting list.

Upon receipt of an application, the SHA will make a preliminary eligibility determination. All applications will be date/time stamped upon receipt either by mail, fax, email, or in person.

The application must include:

- 1) Household characteristics such as name, sex, age, disability, need for accessible features for each member, and race/ethnicity for the head of household
- 2) General contact information
- 3) Preferences
- 4) Income
- 5) Marketing information (how the applicant heard about the property)
- 6) Screening information (prior landlords, credit history, and drug related criminal activity)
- 7) Citizenship declaration
- 8) Signatures for all adult members
- 9) Questions of Sex offender registration and listings of all states resided in by all members



## Eligibility Interview

When an applicant is close to being housed, the SHA will conduct an interview to finalize the application process prior to being offered housing. At this time, the SHA will update information provided on the application, collect additional information, explain program requirements, and provide and discuss the HUD documents which are required to be signed.

## Required Documents

The following documents are required with the application:

- 1) HUD EIV and You brochure
- 2) HUD 9887
- 3) HUD 92006
- 4) HUD 27061H (Race and Ethnic Data reporting form which the applicant may refuse to complete)
- 5) Resident Rights and Responsibilities brochure

*If an applicant refuses to complete the 27061H form, place a note in the file.  
All other forms must be completed or assistance shall be denied.*

Applicants that qualify for more than one unit size must choose which unit size they prefer when added to the waiting list if no units are available. The applicant will be contacted, based on the waiting list selection criteria, only for the units that match the unit size requested.

Once a household is placed in the unit size requested, an applicant will not be approved to move to another sized unit unless there is:

- 1) A change in household size and/or composition that deems the current unit size too small or too large for the household based on the Occupancy Standards
- 2) A need for a different unit because of a verified medical condition
- 3) A request to move one or more adult household members from one unit to establish a separate household in another unit

## Purging the Waiting List

The SHA will review, update, and purge its waiting list at least annually to ensure the pool of applicants reasonably represents the interested families for whom the SHA has current information. Applicants will be given the opportunity, if they so choose, to have their name removed from the list. This request must be done in writing.

## Removal from the Waiting List

The SHA will only remove an applicant from the Waiting List for the following:

- 1) The application is denied for program eligibility or suitability and they have been afforded the right to an Informal Hearing
- 2) The applicant fails to respond to a written request for information or a request to declare their continued interest to be housed
- 3) The applicant misses two scheduled appointments at any time during the process
- 4) The approved applicant misses two scheduled Lease and Occupancy orientation meetings without good cause
- 5) The applicant turns down a unit three times without "good cause". Good cause is defined as:
  - a) Reasonable Accommodation request for accessible unit

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- b) Proximity to work, school, or childcare (for those members working or attending school)
- c) The unit does not pass the move-in inspection
- d) The applicant being offered a unit at a designated elderly/disabled property may reject a unit if it is close to a unit with an animal.
- e) Other reasons determined by the SHA
- 6) The applicant is housed

*If an applicant was removed from the list due to an error of the SHA, the applicant will be placed back on the list with the original date and time reinstated.*

## Preferences

### A. Displacement

- i. Government action
- ii. Fire when not the result of negligence on behalf of the resident or guests
- iii. Natural Disaster or otherwise recognized pursuant to Federal Disaster Relief Laws
- iv. Victim of Domestic Violence

*Preferences must be verified*

### B. All other applicants

Applicants with a preference will be housed before other applicants.

## Waiting list Order

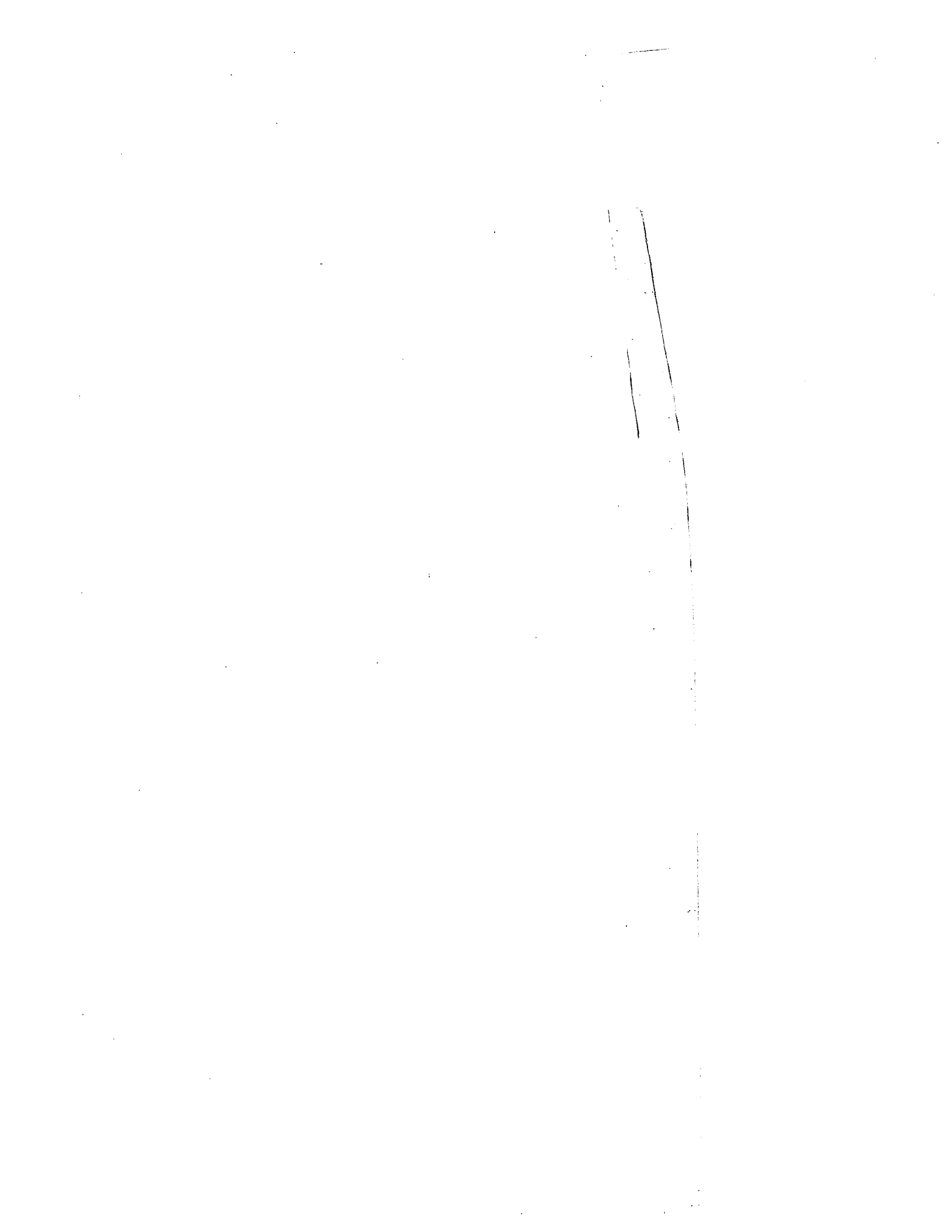


SAVING HOUSING AUTHORITY  
Per Diem for Temporarily Displaced SHA Tenants  
Attachment 10 to TSP

In the event of a maintenance which causes the SHA unit to become temporarily uninhabitable, the SHA will place the resident family to be placed in a local hotel.

Per Diem rates for displaced tenants will be as follows:

- Per Diem of \$40.00 for Co-Head or Spouse;
- Per Diem of \$20.00 for family members;
- Per Diem rate is reduced 50% for half day stays or check in/out days.



**SALISBURY HOUSING AUTHORITY**  
Per Diem for Temporarily Displaced SHA Tenants  
Attachment 10 to TSP

In the event of a maintenance issue which causes the SHA unit to become temporarily uninhabitable, the SHA will pay for the resident family to be placed in a local hotel.

**Per Diem rates for displaced residents will be as follows:**

- Per Diem of \$40.00 for Head, Co-Head or Spouse;
- Per Diem of \$20.00 for all other family members;
- Per Diem rate is reduced by 50% for half day stays or check in/out days.

**SALISBURY HOUSING AUTHORITY**  
Per Diem for Temporarily Displaced SHA Tenants  
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In the event of a maintenance issue which causes the SHA unit to become temporarily uninhabitable, the SHA will pay for the resident family to be placed in a local hotel.

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- d) The applicant being offered a unit at a designated elderly/disabled property may reject a unit if it is close to a unit with an animal.
- e) Other reasons determined by the SHA
- 6) The applicant is housed

*If an applicant was removed from the list due to an error of the SHA, the applicant will be placed back on the list with the original date and time reinstated.*

## Preferences

### A. Displacement

- i. Government action
- ii. Fire when not the result of negligence on behalf of the resident or guests
- iii. Natural Disaster or otherwise recognized pursuant to Federal Disaster Relief Laws
- iv. Victim of Domestic Violence
- v. Current Salisbury Housing Authority Residents Displaced Due to Uninhabitable Dwelling

*Preferences must be verified .*

- B. **Veteran's Preference:** A "Veteran's" preference is available to current members of the U.S. Armed Forces, veterans, or the surviving spouse of veterans.

"Veteran" shall mean (1) any person, (a) whose last discharge or release from his wartime service as defined herein, was under honorable conditions and who (b) served in the Army, Navy, Marine Corps, Coast Guard, or Air Force of the United States, or





The SHA uses a scoring system to rank applications based on preference type. Applicants are eligible to all applicable points. After preferences are determined and scored, the date and time will be used as a secondary measure to determine the application's placement on the waiting list.

## Offer of a Unit

Prior to being offered a unit, all adult family members must attend Lease and Occupancy Orientation. The notice of orientation dates will be provided with the approval letter sent to the applicant family. Failure of the family to attend orientation, without good cause, will result in the delay of being offered a unit and may result in the application being withdrawn for missing two scheduled appointments.

The SHA will contact the family in writing when their application reaches the top of the waiting list. The SHA will make efforts to reach a family by phone if there is no response. The applicant has (3) three business days from the date of the initial letter to contact the SHA regarding the offer of a unit.

The family has (3) three business days from the time of contact with the SHA to schedule a time to view the unit. The family will have (1) one business day from the time they view the unit to accept or reject it.

*If the SHA has skipped an application in order to meet Income Targeting or because another applicant has a need for an accessible unit, the skipped applicant will not lose their place on the waiting list.*

## Rejection of a Unit



If the family rejects the unit with good cause as defined in this TSP, the family will not lose their place on the waiting list. If a family rejects the unit without good cause, the family will be placed behind all other applications that have been already approved. If a family rejects an offer of a unit without good cause (3) three times, the application will be withdrawn and assistance will be denied.

The rejection may be made in writing, fax, email, or by phone. A rejection made by phone must be made to the person at SHA who made the offer or their supervisor.

## **Accessible Units**

Accessible units will be offered first to existing families who so need the features of the unit, then to applicants.

## **Acceptance of a Unit**

A family that accepts a unit will be required to sign a lease to become effective on the day the family accepts the unit. All adults 18 and older and all head, spouse, or co-head no matter the age must sign the lease and all other required documents.

## **Record Keeping**

If an applicant is denied and removed from the waiting list, the SHA will keep the following for three years:

- 1) The application

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- 2) Rejection notice
- 3) Applicant reply (if any)
- 4) Final determination from SHA (if applicant had an Informal Hearing)

If an applicant is housed the application and all related documents will be kept for entire tenancy and three years after move out.

## Security Deposits

The SHA must collect a security deposit at the time of the initial lease execution. The amount of the security deposit established at move-in does not change when a tenant's rent changes. The amount of the security deposit to be collected will be equal to one month's total tenant payment (TTP) or \$50.00, whichever is greater.

The security deposit must be collected at initial move in. If an applicant is unable to pay the security deposit, this will be considered rejecting an offer for other than "good cause". The applicant will be moved to the back of the list and re-offered at a later date.

The security deposit will be help in an interest bearing account at Farmers and Merchants Bank located at 420 North Main St. Salisbury, NC 28144.

The security deposit will be refunded to the tenant at move out provided there is no money owed under the Lease.

The SHA will provide the tenant will an itemized list of deductions from the security deposit along with a refund or balance owed within 30 days of the move out date.

## Pet Fee



Pet fees are set in accordance with the SHA's Pet Policy. The fee shall be \$200.00 (non-refundable) for all family properties. The fee is not transferrable between pets and must be paid for each pet. Please see the *Pet Policy* for more details.

## ***Apartment Inspections***

### **Move-In Inspection**

The move-in inspection is an opportunity to familiarize the new tenant with the property and the unit, as well as to document its current condition. By performing move-in inspections, the SHA and tenants are assured that the unit is in livable condition and is free of damages. A move-in inspection gives the SHA an opportunity to familiarize tenants with the operation of appliances and equipment in the unit. The move-in inspection form will be signed by the family and the SHA. If minor cleaning or repairs remain, the inspection form will specify them and they will be completed within (14) fourteen days of the lease effective date. The tenant has (5) five days to report any additional deficiencies to the SHA after the lease is executed. These will also be added to the inspection form.

### **Move-out Inspection**

A move-out inspection will be performed after the family vacates the unit. The family is encouraged to accompany the SHA on the inspection so they can be



given a chance to correct deficiencies, but are not required to. The SHA will use the same form as on the move-in to compare deficiencies noted. A copy of the form will be included in the final paperwork mailed to the tenant along with their security deposit and/or account statement, depending if the family is entitled to a refund.

## Annual Inspections

The SHA will perform annual inspections through the maintenance department in order to ensure the unit is and its systems are decent, safe, and sanitary. All deficiencies will be corrected within (14) days of inspection. *Any emergency deficiency found upon inspection, or reported by the family, SHA staff, or others will be corrected within 24 hours.*

## Other Inspections

The SHA reserves the right to inspect the unit more than on an annual basis if needed. The family will be provided at least a 48 hour notice by the SHA.

These inspections include, but are not limited to:

- 1) Special Housekeeping Inspection (for families whose units have been identified as un-sanitary or un-safe) Please see Appendix D for Special Housekeeping Policy
- 2) Pest Control Inspection (performed every six weeks or as scheduled)
- 3) Inspections by outside contractors for the purpose of rehab or improvements to the units

## **Adding Members**

The SHA must approve any new member before they move in to the unit. The family must request in writing to the SHA to add the member and the member will be treated as an applicant. The prospective member must pass all eligibility screening. In addition, the rent payment will be re-calculated to reflect any income or allowances for the new household member. The addition must follow the rules of the Occupancy Standards.

The family will be sent notice if the member is rejected for any reason. This notice will specify the reason for the rejection.

Screening criteria will also be applied to live-in-aides, with the exception of income and rental history screening. Live-in-aides must sign a waiver of right to be a remaining member if the family vacates the unit. Live-in-aide income is not included in tenant rent or TTP.

## ***Changes to the Tenant Selection Plan (TSP)***

Applicants and Tenant Families (if applicable to existing members) will be notified in writing if the TSP has significant changes. The applicant will be given the opportunity to remain on the waiting list or be removed from the waiting list.

Existing Residents will be given a 30 day notice and comment period for changes to SHA policies.





## Appendix A – Citizenship Eligibility



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### Required Documentation

The owner/agent must obtain the following documentation for each household member regardless of age:

- From U.S. citizens, a signed declaration of citizenship. The owner/agents may require verification of the declaration by requiring presentation of a U.S. birth certificate or U.S. passport
- From non-citizens 62 years and older, a signed declaration of eligible non-citizen status and proof of age
- From non-citizens under the age of 62 claiming eligible status:



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- A signed declaration of eligible immigration status
- A signed consent form **and**
- One of the DHS-approved documents

Non-citizens not claiming eligible immigration status may elect to sign a statement that they acknowledge their ineligibility for assistance.

### **Timeframes for Submitting Evidence of Citizenship/Immigration Status to the owner/agent**

Applicants must submit required documentation of citizenship/immigration status no later than the date the owner/agent initiates verification of other eligibility factors (pre application or application). Citizen or non-citizen eligibility verification will be done first. Owner/agents determine the applicant's citizenship or immigration status during the initial eligibility determination, prior to adding that household to the waiting list or prior to move-in.

If the applicant cannot supply the documentation within the owner/agent's specified timeframe, the owner/agent **may** grant the applicant an extension of not more than 30 days, **but only if** the applicant certifies that the documentation is temporarily unavailable and additional time is needed to collect and submit the required documentation. (Although the extension period may not exceed 30 days, the owner/agent may establish a shorter extension period based on the circumstances of the individual case.)

The owner/agent will inform the applicant in writing if an extension request is granted or denied. If the request is granted, the owner/agent will include the new deadline for submitting the documentation. If the request is denied, the owner/agent will state the reasons for the denial in the written response. When granting or rejecting extensions, the owner/agent/agent will treat applicants consistently.

### **Reviewing and Verification of a Household's Citizenship/Immigration Status**



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Owner/agents will conduct primary verification through the (Systematic Alien Verification for Entitlements) SAVE ASVI database - the Department of Homeland Security (DHS) automated system.

After accessing the ASIV database, the owner/agent enters the required data fields. The system will display one of the following messages for immigration status confirmation on the screen.

- Lawful Permanent Resident
- Temporary Resident
- Conditional Resident
- Asylee
- Refugee
- Cuban\Haitian Entrant
- Conditional Entrant

**Secondary verification.** If the message “institute secondary verification” is displayed on the screen, the manual verification process must be used.

Within 10 days of receiving an “Institute Secondary Verification” response, the owner/agent will prepare DHS Form G-845S, *Document Verification Request*. The owner/agent will send DHS Form G-845S and photocopies of the DHS documents submitted by the applicant to the DHS office serving the property’s jurisdiction. The DHS will return to the owner/agent a copy of DHS Form G-845S indicating the results of the automated and manual search.

### Notification to Applicants

Owner/agents will notify households in writing that they are:

- Eligible for assistance
- Eligible for partial assistance, as a mixed household

The owner/agent/agent will notify households in writing if they are found to be ineligible based upon citizenship/immigration status.

### Mixed Households



A mixed household—a household with one or more ineligible household members and one or more eligible household members—may receive:

- Prorated assistance
- Continued assistance

### **Appealing Determinations of Ineligibility**

The owner/agent will notify the household in writing as soon as possible if the secondary verification process returns a negative result.

The household has 30 days from receipt of the notice to choose which option to follow.

The household may appeal the owner/agent's decision directly to the DHS. The household must send a copy of the appeal directly to the owner/agent. The DHS should respond to the appeal within 30 days.

If the DHS decision results in a positive determination of eligibility, the owner/agent can provide the household with housing assistance. If the DHS decision results in a negative determination of eligibility, the household has **30 days** to request a hearing with the owner/agent.

### **Prohibition against Delay of Assistance**

Owner/agents may not delay the household's assistance if the household submitted its immigration information in a timely manner but the DHS verification or appeals process has not been completed.

If a unit is available, the household has come to the top of the Waiting list, and at least one member of the household has submitted the required documentation in a timely manner and has been determined to be eligible, the owner/agent will offer the household a unit and provide full assistance to those household members whose documents were received on time. Owner/agent will continue to provide full





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assistance to such households until information establishing the immigration status of any remaining non-citizen household members has been received and verified.

## Appendix B- Definition of Elderly and Disabled



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**FROM HUD 4350.3 FIGURE 3-6  
DEFINITIONS OF ELDERLY AND DISABILITY USED TO DETERMINE  
PROJECT ELIGIBILITY**

The following definitions of elderly family and person with disabilities, which vary by program, are used to determine project eligibility in different programs.

Definitions of Elderly

- **Definition A:** Elderly family (24 CFR 5.403) means a family whose head or spouse or sole member is a person who is at least 62 years of age. It may include two 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.
- **Definition B:** Elderly families (24 CFR, 891.505) are:
  - Families of two or more persons, the head of which (or his or her spouse) is 62 years of age or older;
  - The surviving member or members of a family described in paragraph (1) living in a unit assisted [through a Section 202 loan] with the now deceased member of the family at the time of his or her death;
  - A single person who is 62 years of age or older; or
  - Two or more elderly persons living together or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or well-being.
- **Definition C:** Elderly Person (24 CFR 891.205). An elderly person is a household composed of one or more persons at least one of whom is 62 years of age or more at the time of initial occupancy.

Definitions of Disability

- **Definition D:** Disabled Family (24 CFR 5.403). A disabled family is a family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.
- **Definition E:** Person with Disabilities (24 CFR 5.403). A person with disabilities for purposes of program eligibility means a person who:
  - Has a disability, as defined in 42 U.S.C. 423;
    - (a) Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months; or
    - (b) In the case of an individual who has attained the age of 55 and is blind, inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which s/he has previously engaged with some regularity and





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over a substantial period of time. For the purposes of this definition, the term blindness, as defined in section 416(i)(1) of this title, means central vision acuity of 20/200 or less in the better eye with use of a correcting lens. An eye that is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for the purposes of this paragraph as having a central visual acuity of 20/200 or less.

- Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - (a) Is expected to be of long-continued and indefinite duration;
  - (b) Substantially impedes his or her ability to live independently; and
  - (c) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- Has a developmental disability, as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)), i.e., a person with a severe chronic disability that:
  - (a) Is attributable to a mental or physical impairment or combination of mental and physical impairments;
  - (b) Is manifested before the person attains age 22;
  - (c) Is likely to continue indefinitely;
  - (d) Results in substantial functional limitation in three or more of the following areas of major life activity: a. Self-care; b. Receptive and expressive language; c. Learning; d. Mobility; e. Self-direction; f. Capacity for independent living; and g. Economic self-sufficiency; and
  - (e) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.
- Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- 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
- Means person with disabilities (individual with handicaps), as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities.



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- **Definition F: Disabled Household (24 CFR 891.305)** means a household composed of:
  - One or more persons, at least one of whom is an adult (18 years or older) who has a disability;
  - Two or more persons with disabilities living together, or one or more such persons living with another person who is determined by HUD, based upon a certification from an appropriate professional (e.g., a rehabilitation counselor, social worker, or licensed physician), to be important to their care or well-being; or
  - The surviving member or members of any household described in paragraph (1) of this definition who were living in a unit assisted under this part (Section 811 Capital Advance) with the deceased member of the household at the time of his or her death.
- **Definition G: Disabled (Handicapped)\* Family (24 CFR 891.505)** means:
  - Families of two or more persons, the head of which (or his or her spouse) is a person with disabilities (handicapped);
  - The surviving member or members of any family described in paragraph (1) of this definition living in a unit assisted under subpart E of this part (Section 202 loans) with the deceased member of the family at the time of his or her death;
  - A single person with disabilities (handicapped person) over the age of 18; or
  - Two or more persons with disabilities (handicapped persons) living together, or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or well-being.
- **Definition H: A Person with a Disability (Handicapped Person)\* (24 CFR 891.505 and 891.305)** means:
  - Any adult having a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes his or her ability to live independently, and is of a nature that such ability could be improved by more suitable housing conditions.
  - A person with a developmental disability, as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)), i.e., a person with a severe chronic disability that:
    - Is attributable to a mental or physical impairment or combination of mental and physical impairments;
    - Is manifested before the person attains age 22;
    - Is likely to continue indefinitely;
    - Results in substantial functional limitation in three or more of the following areas of major life activity:
      - (a) Self-care;
      - (b) Receptive and expressive language;
      - (c) Learning;



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- (d) Mobility;
  - (e) Self-direction;
  - (f) Capacity for independent living; and
  - (g) Economic self-sufficiency; and
- Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.
  - A person with a chronic mental illness, i.e., a person who has a severe and persistent mental or emotional impairment that seriously limits his or her ability to live independently, and whose impairment could be improved by more suitable housing conditions.
- Persons infected with the human acquired immunodeficiency virus (HIV) who are disabled as a result of the HIV infection are eligible for occupancy in the Section 202 projects designed for the physically disabled, developmentally disabled, or chronically mentally ill, depending upon the nature of the person's disability.  
**NOTE:** A person whose sole impairment is alcoholism or drug addiction (i.e., who does not have a developmental disability, chronic mental illness, or physical disability that is the disabling condition required for eligibility in a particular project) will not be considered to be disabled for the purposes of the Section 202 and Section 811 programs.
  - Definition I: Non elderly Disabled (Handicapped)\* Family (24 CFR 891.505) means a disabled family in which the head of the family (and spouse, if any) is less than 62 years of age at the time of the family's initial occupancy of a project.  
**\* NOTE:** The term handicapped appears in a number of regulatory definitions that have not yet been updated to reflect current statutes. The parenthetical reference to handicapped indicates that the term handicapped found in the regulation has been replaced here with disabled, disability, or impairment.





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- 1) Transfer Policy
- 2) Rent Collection Policy
- 3) House Rules
- 4) Grievance Policy
- 5) Pet Policy
- 6) Pest Control Policy
- 7) Special Housekeeping Policy
- 8) Schedule of Charges





# Salisbury Housing Authority

## Transfer Policy

### Attachment 1 to TSP

#### Objectives of the Transfer Policy

- 1) To address emergency situations.
- 2) To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.
- 3) To facilitate a relocation when required for modernization or other management purposes.
- 4) To facilitate relocation of families with inadequate housing accommodations.

#### Categories of Transfers

Category A: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category B: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization, revitalization, disposition or demolition work to proceed. *Those in this category will be offered units with accessible features before applicants on the waiting list.*

Category C: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Salisbury Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Salisbury Housing Authority when a transfer is the only or best way of solving a serious problem.

#### Processing Transfers

Transfers on the waiting list shall be sorted in the above categories and by date and time. Those in category A will be transferred before B and B before C. Transfers in Category C will be housed along with applicants for admission at a ratio not to exceed one to every five new admissions.

The family will be notified in writing as soon as an appropriate unit becomes available. In cases where the family is being asked to move because they are in a unit with accessible features and







# Salisbury Housing Authority Transfer Policy Attachment 1 to TSP

the family does not need those features, or because they are in a unit too large for them, the family will be given notice that they must move to another unit, within the same property, within 30 days of the SHA offering the new unit. If the tenant refuses to move within 30 days, the family will pay the market or contract rent for the unit they are in. Tenants may, but are not required, to move to another property the SHA owns/manages.

## Cost of a Family's Move

The cost of the transfer generally will be paid 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 (i.e., by the police).
- 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).
- 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 SHA in the following circumstances:

- a) When the transfer is needed in order to carry out modernization, disposition or demolition activities; Or if SHA cannot modify a unit under a reasonable accommodation request.
- b) When action or inaction by the Salisbury Housing Authority has caused the unit to become unsafe or inhabitable.

*If the family elects to move themselves in the examples above, the SHA will pay the family for the cost of the move. The rate to be paid will be determined after the SHA contacts several moving companies in the area to get a fair rate. All documentation will be kept in the tenant file.*

## Transfer Requests

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Salisbury Housing Authority may request a meeting with the





## **Salisbury Housing Authority Transfer Policy Attachment 1 to TSP**

tenant to better understand the need for transfer and to explore possible alternatives. The Salisbury Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within 5 five business days of receipt of the request to schedule a meeting. Third party verification may be required to approve a transfer request.

The Salisbury Housing Authority will grant or deny the transfer request in writing within (5) five business days of receiving the request or holding the meeting, whichever is later. If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

In cases where the tenant has requested a transfer, the SHA will process them in the same way it does applicants on the waiting list. If a family rejects for "good cause", it will not lose its place on the list. Three offers rejected for other than good cause will result in the family being removed from the transfer list.

### **Tenants in Good Standing**

If the family has requested the transfer, the family must be in good standing with the SHA, with no Lease violations, and the rent and other charges on the account must be paid and up to date before a transfer will be processed. The SHA will also consider the family's housekeeping before agreeing to a request for transfer.





## **SALISBURY HOUSING AUTHORITY (SHA)**

### **RENT COLLECTION POLICY**

#### **Attachment 2 to TSP**

#### **1. DUE DATE AND LATE FEES FOR DELINQUENT PAYMENT**

- a. Rent and/or other charges are due and payable on the first day of each calendar month. A statement of amount due for the month for both rent and/or other charges will be mailed to each tenant on or before the last business day of the month for the amount due and payable the first of the following month.
- b. Rent and/or other charges due and payable on the first day of each month are delinquent if not paid on or before the fifth calendar day of each month. On the sixth calendar day, a late fee of \$15.00 will be added to the account.

#### **2. TERMINATION OF DWELLING LEASE FOR FAILURE TO MAKE PAYMENTS DUE UNDER THE DWELLING LEASE.**

- a. The Notice of Lease Termination applicable to non-payment of rent shall state that if rent and the late fee of \$15.00 added for failure to make payment are not paid or if tenant has not vacated and turned in keys to the dwelling unit by 5:00 p.m. on the fourteenth calendar day from date of Notice of Lease Termination, the Dwelling Lease will terminate and the SHA will file Complaint in Summary Ejectment with the Rowan County Clerk of Court. The SHA shall file court papers any time after the mandatory 14 day grace period.
- b. The Notice of Termination shall inform the tenant of his right to make such reply as he may wish, his right of an administrative review, and to request a hearing in accordance with the SHA grievance procedure as posted on the bulletin board in the SHA office. If a hearing is requested disputing the amount of rent and/or other charges owed, the tenant will be required to deposit a sum of money equal to the amount in dispute. Request for a hearing must be made within ten (10) calendar days from the date of Notice of Lease Termination.
- c. Once the SHA receives a judgment from the courts, payment will be accepted as long as the family is in "good standing" and there are no other lease violations at that time. Payments must be made within 10 days of the court hearing to avoid a Writ of Execution being filed. If there are other lease violations, or if there is a history court filings for non-payment of rent, the SHA will allow the eviction to proceed. Once the Writ of Execution is filed, the tenant must pay all the past due amounts, the current month charges, and all court fees in order to stop the eviction. The tenant can pay all charges due and be allowed to stay as long as there are no other lease violations, and as long as payments are received prior to the Sherriff executing the eviction. Once the Sherriff executes the Writ and the locks are changed, the eviction is final and the tenancy is over.





### **3. REPEATED FAILURE TO MAKE PAYMENTS DUE UNDER THE LEASE**

- a. Repeated violations of the Lease for non-payment of rent whereas the SHA files Complaint in Summary Ejectment papers, is considered repeated violations of the Lease and will be grounds for Termination of Tenancy. A 30 day notice of lease termination shall be sent in these cases.

### **BANK COLLECTIONS, CHECK POLICY AND PAYMENT OF FEES**

- a. Rent and/or other charges due on the first day of each month must be paid at one of the Collection Banks designated by the SHA from the first through the fifth day of each month. The Collection Bank will not accept partial payments or altered statements without prior approval of the SHA marked on said statement. Payments are accepted at the SHA office only after the fifth calendar day of the month.
- b. The SHA does not cash checks or accept third party checks. If tenant's check is returned (bounced), tenant may be required to pay by cash, money order, cashiers check or travelers check on all future payments. If a check is returned a second time, a fee, not to exceed the bank charges to SHA, will be added (this is the charge the SHA receives from the bank for returned checks). Accepted forms of payment are certified money order, cashier's check, personal check, travelers check, cash, or voucher. Payroll checks will be accepted only when the full amount of check is applied to tenant's account.

### **4. Minimum Rent**

The Salisbury Housing Authority has set the minimum rent at \$25.00. If the family requests a hardship exemption, however, the Salisbury Housing Authority will suspend the minimum rent beginning the month following the family's request until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. During this time the family will be charged the greater of 30% of the adjusted monthly income or 10% of gross monthly income.

- (1) A hardship exists in the following circumstances:

- (a) When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;







- (b) When the family would be evicted because it is unable to pay the minimum rent;
- (c) When the income of the family has decreased because of changed circumstances, including loss of employment; and
- (d) When a death has occurred in the family.
- (2) No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- (3) Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 calendar days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for non-payment of the amount of tenant rent owed for the suspension period.
- (4) Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- (5) Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

## 5. REPAYMENT AGREEMENTS

- a. Repayment agreements may be negotiated between residents and Salisbury Housing Authority's Executive Director or his designee for the following Situations:
- Failure to report income and back rent is owed
  - Abnormally large maintenance/utility charges "other charges"
- b. Repayment agreements for "other charges" normally shall be for three months but may be extended by the Executive Director or his designee for a maximum of twelve months for special circumstances. The minimum repayment amount is \$60.00.





- c. Repayment agreement payments for back rent owed must not exceed 40% of the TTP unless agreed upon by the SHA and resident. Back rent may also be paid back to the SHA in a lump sum.
- d. Repayment agreement requests for "other charges" must be made once the 30 day notice is received.

## 6. Security Deposits

Security Deposits must be made at initial move-in before the Lease is executed. The security deposit must be made in a guaranteed form such as a money order, certified check from the bank, or voucher from another agency. Security Deposits will not exceed the total of one month's Total Tenant Payment (TTP) or \$50.00, whichever is greater.

## 7. Pet Deposits

Pet Deposits will be collected in the amount of \$200.00 for any family who wants a pet in any property. The deposit may be made in installments at \$50.00 initial, and \$10.00 a month until the total deposit is collected.

## 8. Other Charges

The SHA may charge for damages to the Dwelling Unit if caused due to carelessness or neglect, or misuse by any member of the family or any guest of the family. The SHA will issue a 30 day notice of charges to the account.

The SHA will charge for excess utility amounts used of electric, water, or natural gas if the family exceeds the allowed usage. The SHA will issue a 30 notice of overage expenses to the family.

The SHA will charge tenants for replacements of keys and for some responses to maintenance calls after hours.

A schedule of charges will be posted in the lobby of the SHA building.





**SALISBURY HOUSING AUTHORITY**

## House Rules

1. No persons who have been banned from SHA property shall be allowed to enter the Dwelling Unit or assigned yard.
2. No boarders or lodgers are allowed.
3. No abusive or threatening language may be used toward any SHA staff or other resident.
4. Visitors and guests must not be allowed to stay for more than 14 days in a calendar year. Residents should notify the SHA when a guest will stay for more than two (2) consecutive nights.
5. No garbage, rubbish, or other waste shall gather inside or outside of the Dwelling Unit.
6. Vehicles may be towed at the owner's expense for the following: improper tag, no tag, inoperable, on blocks, or being illegally parked on the grass or other "unauthorized space". Vehicles may not block dumpsters, access ramps, or fire lanes.
7. No vehicle repairs are to be made on SHA property.
8. Only "outdoor" patio furniture is allowed on the porches; yards should be kept free from trash.
9. No playground equipment or storage sheds may be erected without prior written consent of SHA.
10. No additional locks, or alarm systems may be installed inside or outside of the Dwelling Units.
11. No satellite dishes may be installed without SHA approval.
12. Resident must not tamper with, in any way, the smoke/carbon monoxide detectors.
13. Nothing shall be stored around the water heater, HVAC unit, or any vent.
14. Windows and doors must not be left open and thermostats should not be set below 55 degrees in cold weather whereby water pipes would freeze.
15. Residents should use only in a reasonable manner all electrical, plumbing, sanitary, heating, cooling, and other facilities.
16. All appliances should be kept clean, safe, and sanitary.
17. Residents must notify SHA of any conditions in the unit which threaten the health and safety of Resident or others, or which may do damage to the unit. Damages done by third parties must be reported to the Police Department as well as SHA. Residents may be held responsible for damages done by their guests.
18. Resident must provide proper supervision for children of the unit and children of guests.
19. Resident must cooperate with maintenance staff or contractors of SHA by giving entry to the unit.
20. No gas containers may be stored in the unit or on the porch. This includes gas grills and scooters.
21. Generally, no modifications to the Unit is allowed. SHA approval is required for the following:
  - A. Planting flowers or shrubs; tilling the yard for a garden
  - B. Painting interior walls of unit or installing wall paper/borders
  - C. Re-waxing of floors
  - D. Installing carpet or large rugs
  - E. Installing clothes dryers
  - F. Installing ceiling fans or changing light fixtures
  - G. Decorating outside of unit
  - H. Running a business from the Dwelling unit

Repeated minor violations of the House Rules and Lease will result in a Lease Termination. Repeated failure to pay rent and other charges whereas court papers are filed will result in a Lease Termination and eviction. Residents must adhere to all SHA policies and procedures, as well as the Lease and House Rules





## Attachment 1E - House Rules: Addendum A – Resident Procedural Rights

The information provided below must be included as part of the House Rules for the associated project and evidence of such incorporation may be requested by HUD for purposes of monitoring the program.

**a. Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects converting assistance under RAD, that supplement notification requirements in regulations at 24 CFR § 880.607 and the Multifamily HUD Model Lease.

**iii. Termination of Tenancy and Assistance.** The termination procedure for RAD conversions to PBRA will additionally require that PHAs (as owners) provide adequate written notice of termination of the lease which shall not be less than:

- A reasonable period of time, but not to exceed 30 days:
  - If the health or safety of other tenants, owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - In the event of any drug-related or violent criminal activity or any felony conviction; or
- 14 days in the case of nonpayment of rent.

**iv. Termination of Assistance.** In all other cases, the requirements at 24 CFR § 880.603, the Multifamily HUD Model Lease, and any other HUD multifamily administrative guidance shall apply.

**b. Grievance Process.** In addition to program rules that require that tenants are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances), HUD is incorporating resident procedural rights to comply with the requirements of section 6 of the Act. RAD will require that:

- v. Residents be provided with notice of the specific grounds of the proposed owner adverse action, as well as their right to an informal hearing with the PHA (as owner);
- vi. Residents will have an opportunity for an informal hearing with an impartial member of PHA's staff (as owner) within a reasonable period of time;
- vii. Residents will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the owner as the basis for the adverse action. With reasonable notice to the PHA (as owner), prior to hearing and at the residents' own cost, resident may copy any documents or records related to the proposed adverse action; and

viii. PHAs (as owners) provide the resident with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the PHA (as owner) relied on as the basis for the adverse action.

The PHA (as owner) will be bound by decisions from these hearings, except if the:  
iii. Hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing.

Attachment 1E – House Rules Addendum for PBRA Conversions

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iv. Decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

If the PHA (as owner) determines that it is not bound by a hearing decision, the PHA must promptly notify the resident of this determination, and of the reasons for the determination

Head of Household \_\_\_\_\_ date \_\_\_\_\_

Co-head/Spouse \_\_\_\_\_ date \_\_\_\_\_

Other 18 y/o \_\_\_\_\_ date \_\_\_\_\_

Landlord \_\_\_\_\_ date \_\_\_\_\_







## GRIEVANCE PROCEDURE

### HOUSING AUTHORITY OF THE CITY OF SALISBURY, NORTH CAROLINA

#### Attachment 4 to TSP

#### 1. RIGHT TO A HEARING

Upon filing of a written request as provided herein, a complainant shall be entitled to a hearing before the Hearing Panel/Hearing Official.

#### 2. DEFINITIONS

a. SHA Shall Mean The Housing Authority of the city of Salisbury.

b. GRIEVANCE shall mean any dispute which a tenant may have with respect to SHA action for failure to act in accordance with the individual tenant's lease or SHA regulations which adversely affect the individual tenant's rights, duties, welfare or status. (An eviction or termination of tenancy based upon a tenant's creation or maintenance of a threat to the health or safety of other tenants or or PHA employees is excluded from this procedure.)

c. COMPLAINANT shall mean any tenant whose grievance is presented to the SHA or at the project management office in accordance with 3 below.

d. ELEMENTS OF DUE PROCESS shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

1. Adequate notice to the tenant of the grounds for terminating the tenancy and for evictions;
2. Opportunity to examine and, at personal expense, copy documents relevant to the hearing;
3. Right to be represented by counsel;
4. Opportunity to refute evidence presented by the SHA and to confront and cross examine witnesses and to present any affirmative legal or equitable defense;
5. A decision on the merits.

e. HEARING OFFICER shall mean a person selected in accordance with paragraph 4 to hear grievances and render a decision with respect thereto;

or

HEARING PANEL shall mean a panel selected in accordance with paragraph 4 To hear grievances and render a decision with respect thereto;

f. TENANT shall mean any lessee or the remaining head of the household of any tenant family residing in housing accommodations covered by this Part (24CFR Part 866.)

#### 3. PROCEDURE PRIOR TO A HEARING



- a. Any grievance or complaint must be personally presented orally or written, if possible, to the SHA office or management office of the project so that the grievance may be informally discussed and settled without a hearing. The grievance or complaint must be signed by the complainant and filed in the office by him or his representative within a reasonable time, not in excess of 5 working days of the SHA action or failure to act which is the basis for the grievance. It may be simply stated, but shall specify; (1) the particular ground(s) upon which it is based/ and (2) the action requested.

A copy of the complaint shall be retained by the complainant and a copy shall be filed with the SHA. All Complaints and or copies must be date-stamped at the Time of the receipt by SHA.

- b. An answer in writing to each complaint, dated and signed by the Executive Director, or other appropriate official, shall be delivered or mailed to the Complainant within 5 working days. A copy of the answer shall be filed with the complaint in the appropriate project office. The answer shall specify:
1. The proposed disposition of the complaint and the specific reasons Therefore;
  2. The right of the complainant to a hearing/ and
  3. The procedure by which a hearing may be obtained.
- c. If the complainant is dissatisfied with the proposed disposition of his complaint, as stated in the Housing Authority's official answer, he may submit a written request, to the Housing Authority office, for a hearing. This written request shall be made within ten (10) working days of the date of the answer to his complaint. The written request for a hearing must be date-stamped and filed out in the appropriate Housing Authority office along with the complaint and answer. The Hearing Panel or Officer shall be advised promptly of the request by the appropriate Housing Authority official; shall schedule the hearing as promptly as possible for a date, time, and place reasonably convenient to the complainant/ and shall inform the complainant' and shall inform the complainant thereof in writing.
- d. If the complainant does not request a hearing within the time period allowed in Subsection c above, he waives his right to the hearing, and the Housing Authority's proposed disposition of the grievance will become final. Unless the Complainant shows good cause why he/she failed to proceed in accordance with the informal settlement of the grievance, the Hearing Panel or Hearing Officer may waive this procedure.
- e. If the dispute is over the amount of rent which the local Housing Authority claims is due, the complainant, as the time the request for a hearing is submitted, shall deposit the amount in dispute in an escrow account pending settlement of the dispute by the Hearing Panel or Officer. If the complainant fails to do so, the complainant waives his right to the Hearing. (This requirement may be waived by the SHA in extenuating circumstances, unless waived, the amount of rent due must be deposited before the hearing. Failure to make payment does not waive the complainant right to any appropriate judicial



proceeding. )

4. COMPOSITION AND SELECTION OF THE HEARING PANEL OR THE HEARING OFFICIAL

Grievances shall be presented before a Hearing Panel or Hearing Officer. A Hearing Panel or Hearing Officer shall be selected as follows:

The Hearing Officer shall be an impartial, disinterested person selected jointly by the Housing Authority and the complainant. If the Housing Authority and the complainant cannot agree on a Hearing Officer, they shall each appoint a member of a Hearing Panel and the members so appointed shall select a third member. If the members appointed by the Housing Authority and the complainant cannot agree on a third member, such member shall be appointed by an independent arbitration organization such as the Center for Disputed Settlement of the American Arbitration Association, or by any other third party agreed upon by the Housing Authority and the complainant.

- a. The impartial or disinterested member of the Panel may not be an officer or an employee of the Housing Authority or any of its projects, nor a tenant of the Housing Authority.
- b. There shall be no relatives of the complainant on the Panel which bears his/her complaint, nor shall any Housing Authority Officer or employee sit as a member of the Hearing Panel for the hearing.

5. THE HEARING

- a. The parties shall be entitled to a fair hearing before the Hearing Panel or Officer, and may be represented by counsel or another person chosen as a representative. (See definition of "Elements of Due Process".)
- b. The hearing shall be private unless complainant requests and the Hearing Panel or Officer agrees to a public hearing. This shall not be construed to limit the attendance of persons with a valid interest in the proceedings.
- c. Complainant may examine before the hearing and at his expense, copy all documents, records and regulations of the Housing Authority that are relevant to the hearing. Any document not made available, after request therefore by the complainant, may not be relied on by the Housing Authority or the project management at the hearing. The complainant may request, in advance and at his expense, a transcript of the hearing.
- d. If a complainant fails to appear at a Hearing, the Panel may postpone the Hearing for five (5) working days, or may make a determination that the complainant has waived his/her right to the Hearing. Both the Complainant and LHA shall be notified of the determination. This will not waive the Complainant's right to a judicial proceeding based upon his/her grievance.
- e. At the Hearing, the Complainant must make a showing of entitlement to the relief sought and then the burden of proof is on the Housing Authority or project



manager to justify the action or inaction proposed by it in its answer to the complaint. The complainant may present evidence and arguments in support of his complaint, controvert evidence relied on by the Housing Authority or project management, and confront and cross-examine all witnesses on whose testimony or information the Housing Authority or project management relies. Hearings conducted by the Hearing Panel shall be informal, and any oral or documentary evidence, as limited however, to the facts and issues raised by the Complaint and answer, may be received by the Hearing Panel without regard to whether that evidence would be admissible under rules of evidence employed in judicial proceedings.

- f. The Hearing Panel or Officer shall require the Authority, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Panel or 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.

6. DECISIONS OF THE HEARING PANEL

- a. The decision of the Hearing Panel or Hearing Officer shall be based solely and exclusively upon facts presented at the hearing and upon applicable Housing Authority and HUD regulations.
- b. If both parties agree to prepare a proposed decision to the Hearing Panel, each party shall submit same to the Hearing Panel or Officer for consideration.
- c. The Hearing Panel or Officer shall prepare its written decision, including a statement of findings and conclusions; as well as the reasons or basis therefore upon all material issues raised by the parties. This shall be done within a reasonable time after the date of the hearing. Copies there of shall be mailed or delivered to the parties and/or their representatives. The SHA shall retain a copy of the decision in the tenant's folder and a copy of the decision with appropriate deletions will be on file for inspection by a prospective complainant; his representative or Hearing Panel or Officer.
- d. If the decision is in favor of the complainant, the Housing Authority shall promptly take all actions necessary to carry out such decision or refrain from any action prohibited by such decision unless the Board of Commissioners of the Housing Authority determines and notifies the complainant in writing within ten (10) working days that the Hearing Panel has acted arbitrarily or exceeded its Authority or that the decision of the Hearing Panel or Officer has been Overruled by the Board of Commissioners of the Housing Authority for the Reason that the Hearing Panel's decision is inconsistent with the duties of the Housing Authority under the provisions of North Carolina General Statutes 157-29, or the United States housing Act of 1937, as amended, or HUD Regulations and requirements promulgated there under, or the Annual Contributions Contract. Decision in favor of the SHA does not waive the Complainant's right to a judicial review in any judicial proceedings which may be brought in the matter.





7. NOTICE TO VACATE PREMISES

- a. At a private conference or in another appropriate manner, the Tenant must be informed in writing of the specific reasons for the proposed eviction, and his right to request a hearing upon the proposed eviction.
- b. If the Tenant has requested a hearing on the proposed eviction and the Hearing Panel or Officer by their decision upholds the Housing Authority's proposal to evict, an action to regain possession may not be commenced until after the Tenant's right to use and/or occupy the premises has been terminated by lawful written notice. Such notice to vacate may not be given prior to the date on which the Hearing Panel's or Board of Commissioners' decision upholding the proposed eviction is delivered or mailed to the Tenant.
- c. When such notice to vacate is given to the Tenant, he must be informed in writing that if he fails to quit the premises within the time period remaining in the Notice of Termination or statutory period as required by State Law, whichever is greater, or appropriate legal action will be brought against him and he may be required to pay court costs and attorney fees.

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## SALISBURY HOUSING AUTHORITY PET POLICY

### Attachment 5 to TSP

The Tenant is permitted to keep common household pets in his/her dwelling unit (subject to the provisions in 24 CFR Part 5 and the pet rules promulgated under 24 CFR Part 5). Any pet rules promulgated by the LANDLORD are attached hereto and incorporated hereby. The TENANT agrees to comply with these rules. Violation of these rules may be grounds for removal of the pet or termination of the TENANT's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 5 (Evictions From Certain Subsidized and HUD-Owned Projects) and provisions governing the termination of tenancy under the Section 8 housing assistance payments and project assistance payments programs.

Note: The Part 5 Pet Rules do not apply to an animal used by a Tenant or visitor that is needed as reasonable accommodation for the Tenant or visitor's disability. Optional: The LANDLORD may after reasonable notice to the TENANT and during reasonable hours, enter and inspect the premises. Entry and inspection is permitted only if the LANDLORD has received a signed, written complaint alleging (or the LANDLORD has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or threat to the health or safety of the occupants of the project or other persons in the community where the project is located. If there is no State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the LANDLORD may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. The LANDLORD shall enter the premises and remove the pet or take such other permissible action only if the LANDLORD requests the TENANT (pet owner) to remove the pet from the project immediately, and the TENANT (pet owner) refuses to do so, or if the LANDLORD is unable to contact the TENANT (pet owner) to make a removal request. The cost of the animal care facility shall be paid as provided in 24 CFR Part 5.

#### 1.0 Application for Pet Permit

Prior to housing any pet on the premises the resident shall apply to the HA for a pet permit which shall be accompanied by the following;

- 1.1 A current license issued by the appropriate authority, if applicable; and
- 1.2 Evidence that the pet has been spayed or neutered, as applicable; and
- 1.3 Evidence that the pet has received current rabies and distemper inoculations or boosters as applicable; and
- 1.4 Evidence of payment of \$200.00. This payment is a refundable deposit for the Elderly/Disabled properties and is transferable from one pet to another. For SHA Family





properties, the \$200.00 payment is a non-refundable fee. Pet deposits or fees are not required for birds, fish aquariums, hamsters, guinea pigs, or gerbils. This pet deposit must be paid in addition to SHA's standard security deposit.

- 1.5 Current picture of dog or cat taken by SHA; and
  - 1.6 Residents must identify an alternate custodian for pets in the event of resident illness or other absence from the dwelling unit. This identification of an alternate custodian must occur prior to the Housing Authority issuing a pet registration permit and must be kept current. Custodian must state in writing to SHA that they are willing to be the pet care giver. SHA must have custodian's name, address and phone number.
  - 1.7 The resident must be "interviewed" by SHA before a decision is made to approve or reject the application for a pet permit. The residents will read and fill out all applicable forms in the attached "Pet Owner Packet" and bring them to the interview.  
At the residents' annual re-certification, the resident is required to show evidence that the pet has received current rabies and distemper inoculations or booster, as applicable.
- 2.0 All residents with pets permitted to be kept under this policy shall comply with the following rules;
- 2.1 Permitted pets are domesticated dogs, cats, birds in cages, fish aquariums, hamsters, guinea pigs and gerbils. All other animals not listed are specifically excluded.
  - 2.2 Birds, hamsters, guinea pigs and gerbils are considered caged animals and must be kept in a cage.
  - 2.3 The weight of the dog or cat may not exceed thirty (30) pounds (adult size) and the height of the dog or cat may not exceed fifteen (15) inches at the shoulder (adult size).
  - 2.4 A maximum total of two (2) pets are allowed; however combinations of two (2) dogs, two (2) cats or a dog and a cat are not allowed. Examples of acceptable combinations include, but are not limited to; two (2) caged animals, two (2) aquariums, one (1) caged animal and one aquarium, one (1) caged animal and a dog, one (1) caged animal and a cat, one (1) aquarium and a dog, and one (1) aquarium and a cat.
  - 2.5 Dogs and cats must be licensed yearly with the County and or City and residents must show proof of annual rabies and distemper booster inoculations required by state or local law.
  - 2.6 Vicious and/or intimidating pets will not be allowed, including, but not limited to such breeds as DOBERMANS, GERMAN SHEPHERDS, CHOWS, PIT BULLS, ROTWEILERS, etc.
  - 2.7 All dogs and cats must be spayed or neutered as applicable.
  - 2.8 Dogs and cats shall remain inside the resident's unit. No animal shall be permitted to be loose in hallways, lobby areas, laundromats, community rooms, yards or other common areas of the facility.
  - 2.9 When taken outside the unit, dogs and cats must be kept on a leash (not more than ten (10) feet in length) controlled by an adult or responsible person.
  - 2.10 Birds, hamsters, guinea pigs and gerbils must be confined to a cage at all times. Fish must be confined to an aquarium not to exceed 55 gallons in size.
  - 2.11 Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.
  - 2.12 Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly





- or unsanitary. Litter boxes should be emptied at least twice a week or scooped daily.
- 2.13 The pet owner must continually and satisfactorily maintain the premises under the lease in a safe, sanitary, and clean condition. Pet owners shall be required to remove pet waste from anywhere on the project premises to a sealable (by tying, using "twist ties", or otherwise) plastic bag, sealing the bag, and properly disposing thereof. Litter boxes shall be changed accordingly, as needed to maintain an odor free and sanitary environment. Generally, litter boxes shall be changed either twice a week or scooped daily.
  - 2.14 Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
  - 2.15 If pets are left unattended for a period of twenty-four (24) hours or more, SHA may enter the dwelling unit, remove the pet and transfer it to the designated custodian or if unavailable, to the proper authorities, subject to the provision of state law and pertinent local ordinances. SHA accepts no responsibility for the animal under such circumstances.
  - 2.16 Residents shall not alter their unit, patio or grounds area in order to create an enclosure for any pet.
  - 2.17 Residents are responsible for all damages caused by their pets, including the cost of cleaning of carpets and/or fumigation of units.
  - 2.18 Residents are prohibited from feeding or harboring stray animals, the feeding of any stray animals shall constitute having a pet without written permission of SHA.
  - 2.19 At recertification's, residents must identify an alternate custodian for pets in the event of resident illness or other absence from the dwelling unit. The identification of an alternate custodian must occur prior to SHA issuing a pet registration permit and then must be kept current.
  - 2.20 Visitors are not allowed to bring pets and the residents shall not engage in "pet-sitting".
  - 2.21 No animals shall be tied up on the outside or left unattended. No dog houses, animal runs, etc. will be permitted.
  - 2.22 These rules may be amended from time to time, as necessary, by SHA and such amendments shall be binding on the residents upon notice (30 days) thereof.
  - 2.23 Exception: Approved Service Animals are excluded from paying a pet deposit.

3.0 Residents who violate these rules are subject to:

- 3.1 Being required to get rid of the pet within 14 days of written notice by SHA; and/or
- 3.2 Lease Termination/ Eviction.

4.0 The privilege of maintaining a pet in a facility owned and/or operated by SHA shall be subject to the rules set forth above. This privilege may be revoked at any time, subject to SHA's Hearing Procedures, if the animal should become destructive, create a nuisance, represent a threat to the safety, health and security of other residents, or create a problem in the area of cleanliness and sanitation.

5.0 A breach of any of the rules foregoing rules constitutes a breach of the resident's lease and can result in not only the revocation of the privilege of keeping a pet, but may result in any of the sanctions set forth in the resident's lease for breach thereof, including forfeiture of further leasehold rights and termination of the lease. The election of a remedy by SHA for a resident's







breach of the foregoing rules is not exclusive and SHA may thereafter pursue any of the various remedies set forth in the lease as SHA may, in its discretion, decide.

#### 6.0 Waste Removal Charge

6.1 The Salisbury Housing Authority may charge a waste removal penalty of \$10.00 per occurrence for the failure of the resident to comply with the pet rule on waste removal.

#### Assistance Animals

Assistance animals requested as a reasonable accommodation are not subject to a pet deposit or fee. Other rules may still apply.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date





SHA Staff Signature

Date

TO: HOUSING AUTHORITY OF THE CITY OF SALISBURY, N.C.

By my signature as evidenced below, I certify that I have read the Pet Policy of the Housing Authority of the City of Salisbury, N.C. and do hereby agree that I will accept the responsibility for removing the pet of \_\_\_\_\_ (here-in-after referred to as the pet owner)

In event that the pet owner is no longer able to keep the pet for whatever reason or in the event that the pet owner deceases.

NAME (Typed or Printed): \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_





ADDENDUM TO LEASE  
(For Pet Ownership)

This agreement entered into by and between the Housing Authority of the City of Salisbury, N.C. (here-in-after referred to as the HA) and \_\_\_\_\_ (here-in-after referred to as the Resident) have entered into an agreement to lease the apartment located at \_\_\_\_\_ does hereby amend that lease as follows:

The resident has read the HA's Pet Policy which is attached and incorporated into this addendum, has a full understanding of it, has complied with it and agrees to comply with it and therefore has requested permission from the HA to keep a pet on the premises under lease to the resident.

The below information pertains to identification of the pet:

TYPE OF PET: _____	NAME OF PET: _____	PET BREED ( if known) _____
AGE OF PET (if known) _____	DATE OF RABIES VACCINATION: _____	COLOR/ DESCRIPTION _____

In the event that the resident becomes incapable of adequately caring for the pet, for whatever reason, or if a serious violation of the Pet Policy occurs, such as a personal injury caused by the pet or a particularly unsanitary condition is caused by the pet, or if repeated minor violations of the Pet Policy occur, the HA will request and the resident does agree to remove the pet from the premises within a period of not to exceed 7 days. The resident understands and agrees that failure to comply with a request from the HA to remove the pet from the premises accordingly shall be just cause for the termination of the resident's lease agreement.

The HA reserves the right to modify the Pet Policy from time to time and may do so by mailing or delivering to the resident a copy of the modified Pet Policy 30 days prior to it becoming effective. The resident agrees to comply with any future and reasonable modification in the in Pet Policy.

If there are applicable state or local laws or regulations governing pet ownership, the policy prescribed in the Pet Policy shall not conflict with such law or regulation. If a conflict may exist, the state or local law or regulation shall apply.

In consideration of the resident's agreement to abide by this addendum, the HA does hereby grant permission for the resident to keep the pet named and otherwise described above, on the premises so long as the resident's lease agreement is in effect.

The addendum is hereby executed on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_





by and between:

\_\_\_\_\_ Housing Authority of the City of Salisbury, NC  
Resident

\_\_\_\_\_ Title: \_\_\_\_\_  
Resident







# SALISBURY HOUSING AUTHORITY

## PEST CONTROL POLICY

Attachment 6 to TSP

### INTRODUCTION

It is the mission of the Salisbury Housing Authority (SHA) to provide drug free, decent, safe and sanitary housing for eligible families and to provide opportunities and promote self-sufficient and economic independence for residents. An important function toward accomplishing safe and sanitary housing is pest control. This policy defines the Salisbury Housing Authority's Pest Control Program.

### DEFINITION

Pests are defined as crawling or flying insects (such as roaches, ants, flies, fleas, termites, bed bugs, bees) and rodents (such as mice and rats).

### PROCEDURES

SHA's Pest Control Program consists of three primary components: inspections, tenant education, and follow-up action.

#### A. Inspections

##### 1. Maintenance

As part of its PM Program, SHA's Maintenance Department inspects all dwelling units and public areas annually. Part of this inspection includes checking for pests. Maintenance personnel also checks for pests each time they enter a unit to handle work orders.

##### 2. Resident Feedback

As part of their move-in orientation training, residents are instructed that the most important factor in pest control is keeping their unit clean and to notify SHA maintenance immediately as soon as they see any pests.

##### 3. Inspection Services

SHA may contract with outside professional pest control firms to conduct routine inspections of its facilities for termites.



B. Follow-up Action

1. Vacancy Preparations

Each time SHA's Maintenance Department prepares a vacant unit for re-occupancy they treat the unit for pests as a pro-active control measure. Through experience, SHA's Maintenance Department has determined that the "baiting" system is the most effective approach. If required, however, sprays and chemicals are applied.

2. Response to Inspections and Resident Feedback

SHA's Maintenance Department treats pest control as a health and safety emergency and responds immediately. Should the pest problem be beyond the time availability or capability of the in-house SHA Maintenance Staff, outside professional pest control firms will be utilized to abate the problem.

C. Tenant Education

1. Review information during tenant meetings, orientation, and move-ins by identifying and reporting any and all unusual bugs. For example, the appearance of bed bugs depends on the life stage.
2. Photographs of various bugs will be provided for identification purposes.
3. Tenants are encouraged to vacuum their apartments often.
4. Reduce clutter. Do not keep piles of clothes, boxes, shoes, etc. on the floor, under the bed, or in closets.
5. Purchase mattress covers (encasements) for mattresses and box springs.
6. Pull beds and furniture away from the wall.
7. Regularly inspect bed frames and the seams of mattresses and box springs. Also, check bed sheets for blood stains.
8. Do not scavenge mattresses, beds, or other furniture that others may have thrown away.
9. Carefully inspect used furniture, used luggage, and other items before bringing them into your apartment.



D. Certifications

1. SHA Maintenance Staff

One or more SHA maintenance employees will be registered as a "Certified Applicator" with the North Carolina Department of Agriculture. The SHA may also use one or more registered "Technicians" to assist the "Certified Applicators" with pest control. The SHA will also be registered as a pesticide usage site with the City of Salisbury Fire Department.

2. Outside Firms

All outside professional pest control firms must provide evidence of proper certification before starting work.

E. Cost to Residents

1. The SHA may charge any resident for re-occurring pest control treatments if it is found that the resident is not complying with demands of pest control inspector and/or SHA management staff.



**SALISBURY HOUSING AUTHORITY**  
**POLICY CONCERNING HOUSEKEEPING LEASE VIOLATIONS**  
**Attachment 7 to TSP**

**IDENTIFICATION OF POOR HOUSEKEEPERS**

Generally, individual families become identified as poor housekeepers (identified as a family whose housekeeping habits need to improve) through one of four ways:

1. Observed during the regular semi-annual inspection of the dwelling;
2. Observed from visits to the home by the Resident Services Inspector or other Authority Staff personnel;
3. Observed by maintenance personnel during the performance of maintenance work; or
4. Referral from others such as Fire Department, Department of Social Services, other residents, etc.

**PROCEDURE**

The Authority will process apparent housekeeping lease violations in the following manner:

- (a) A family who has been identified as a poor housekeeper will be referred to the SHA management or other designated employee.
- (b) The SHA will schedule a home visit so the apartment can be inspected and discuss the housekeeping standards with the family. Letter of the date and purpose of the visit will notify the family.  
The letter shall contain, as an enclosure, the Housekeeping Standards.
- (c) The Inspector shall make the visit, discuss the conditions of the apartment as necessary with the family, and record the observations on a form designed for such visits. A copy of the observation form of the inspection results will be left with the family.
- (d) In the event the inspection discloses a violation of the housekeeping standards, the Inspector will make up to two (2) additional inspections, each with a 48-hour notice.
- (e) The results of each subsequent inspection shall be recorded on the form designed for such visits and a copy will be left with the resident family.
- (f) After the THIRD visit, if the apartment and appliances are in accordance with the housekeeping standards, and if the family has maintained the apartment and appliances in a satisfactory condition, the family's housekeeping shall be considered acceptable under the lease.
- (g) However, if after the THIRD visit the inspector finds violations of the housekeeping standards, the inspector will recommend lease termination.
- (h) The SHA, upon receipt of the inspector's recommendation, shall send to the tenant family a Termination of Lease Notice.







**HABITUAL POOR HOUSEKEEPER**

A Habitual Poor Housekeeper is defined as a resident who requires the initial inspection plus the two (2) subsequent inspections to bring the apartment and appliances to the required standards more than two (2) consecutive initial inspections.

If the resident fails tow (2) consecutive initial inspections as outlined above, the third (3<sup>rd</sup>) time the resident's unit does not meet housekeeping standards, the subsequent inspections will not be scheduled. The resident will receive a 30-Day Notice of Termination of Lease for repeated violations of the lease.

ALL OF THE ABOVE ITEMS HAVE BEEN EXPLAINED TO ME, AND I FULLY UNDERSTAND THEM. I WILL COOPERATE WITH THE HOUSING AUTHORITY MANAGEMENT TO FULFILL THESE REQUIREMENTS.

DATE: \_\_\_\_\_

\_\_\_\_\_  
***RESIDENT SIGNATURE***





## Salisbury Housing Authority

### Schedule of Charges

Attachment 8 of TSP

Damages/loss caused by a tenant family, or their guests will be charged the actual cost incurred by the Salisbury Housing Authority to replace/repair the damaged item. This charge will include the cost of the damaged item and may include the labor of the SHA employee to repair or replace the item. Families of the SHA will not be charged for anything considered normal wear and tear.

If charges to the family are necessary, the SHA will issue a 30 day notice.

#### Extraordinary Charges:

Labor Rate - \$15.45/hr. (normal working hours)

On-Call - \$34.76 (for chargeable events after normal working hours)

Unstop Plumbing - \$12.00 *15.00*

Change locks - \$10.95 *12.50*

Replace key - \$1.00 per *5.00 13 on moment*

Smoke Detector violation - \$25.00 (first offense)

Smoke Detector violation - \$50.00 (any offense after the first)

Remove furniture or trash - \$15.00 per occurrence

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