

**PORTLAND HOUSING AUTHORITY  
ADMISSION AND CONTINUED OCCUPANCY PLAN**

**ACOP**

**2018 - 2024**

**ADMISSION AND CONTINUED OCCUPANCY PLAN**

**TABLE OF CONTENTS**

**Chapter 1 ..... 1-10**

**STATEMENT OF POLICIES OF AND OBJECTIVES ..... 1-10**

    INTRODUCTION ..... 1-10

        A. HOUSING AUTHORITY MISSION STATEMENT ..... 1-10

        B. LOCAL OBJECTIVES..... 1-10

        C. PURPOSE OF THE POLICY..... 1-11

        D. FAIR HOUSING POLICY..... 1-11

        E. SERVICE AND ACCOMMODATIONS POLICY ..... 1-13

        F. TRANSLATION OF DOCUMENTS..... 1-15

        G. LANGUAGE ASSISTANCE..... 1-16

        H. PUBLIC HOUSING ASSESSMENT SYSTEM (PHA’S) OBJECTIVES ..... 1-16

        I. FAMILY OUTREACH ..... 1-16

        J. PRIVACY RIGHTS ..... 1-16

        K. POSTING OF REQUIRED INFORMATION ..... 1-17

        L. TERMINOLOGY ..... 1-18

**Chapter 2 ..... 2-19**

**ELIGIBILITY FOR ADMISSION ..... 2-19**

    INTRODUCTION ..... 2-19

        A. QUALIFICATION FOR ADMISSION ..... 2-19

        B. FAMILY COMPOSITION ..... 20

        C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]..... 22

        D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS..... 23

        E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS..... 23

        F. OTHER ELIGIBILITY CRITERIA ..... 23

        G. DENIAL OF ADMISSION FOR DRUG-RELATED AND/OR OTHER CRIMINAL ACTIVITY..... 24

        H. SCREENING FOR SUITABILITY [24 CFR 960.203, 960.204, 960.205] ..... 31

        I. HEARINGS..... 2-45

<b>Chapter 3 .....</b>	<b>3-46</b>
<b>APPLYING FOR ADMISSION.....</b>	<b>3-46</b>
INTRODUCTION .....	3-46
A. HOW TO APPLY .....	3-46
B. "INITIAL" APPLICATION PROCEDURES .....	3-47
C. NOTIFICATION OF APPLICANT STATUS .....	3-48
D. COMPLETION OF A FULL APPLICATION .....	3-48
E. PROCESSING APPLICATIONS .....	3-50
F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY .....	3-51
<b>Chapter 4 .....</b>	<b>4-51</b>
<b>TENANT SELECTION AND ASSIGNMENT PLAN.....</b>	<b>4-51</b>
INTRODUCTION .....	4-51
A. MANAGEMENT OF THE WAITING LIST(S) .....	4-53
B. WAITING LIST(S) PREFERENCES .....	4-55
C. ORDER OF SELECTION FOR GENERAL OCCUPANCY (FAMILY) DEVELOPMENTS.....	4-57
D. VERIFICATION OF PREFERENCE QUALIFICATION .....	4-58
E. PREFERENCE DENIAL.....	4-59
F. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS ....	4-59
G. INCOME TARGETING .....	4-60
H. DECONCENTRATION OF POVERTY AND INCOME-MIXING .....	4-60
I. PROMOTION OF INTEGRATION .....	4-62
J. REMOVAL FROM WAITING LIST(S) AND PURGING .....	4-63
K. OFFER OF ACCESSIBLE UNITS.....	4-63
L. PLAN FOR UNIT OFFERS .....	4-64
M. CHANGES PRIOR TO UNIT OFFER.....	4-65
N. APPLICANT STATUS AFTER FINAL UNIT OFFER .....	4-65
O. TIME-LIMIT FOR ACCEPTANCE OF UNIT .....	4-65
P. REFUSAL OF OFFER .....	4-66
<b>Chapter 5 .....</b>	<b>5-67</b>
<b>OCCUPANCY GUIDELINES.....</b>	<b>5-67</b>
INTRODUCTION .....	5-67

A. DETERMINING UNIT SIZE .....	5-67
B. EXCEPTIONS TO OCCUPANCY STANDARDS.....	5-68
C. INCENTIVES TO ATTRACT HIGHER INCOME FAMILIES TO LOWER INCOME DEVELOPMENTS .....	5-69
D. ACCESSIBLE UNITS.....	5-70
E. FAMILY MOVES .....	5-70
<b>Chapter 6 .....</b>	<b>6-71</b>
<b>DETERMINATION OF TOTAL TENANT PAYMENT .....</b>	<b>6-71</b>
INTRODUCTION .....	6-71
A. MINIMUM RENT.....	6-71
B. INCOME AND ALLOWANCES .....	6-74
C. TRAINING INCOME EXCLUSIONS [24 CFR 5.609(c)].....	6-75
D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS.....	6-78
E. INDIVIDUAL SAVINGS ACCOUNTS.....	6-81
F. TRAINING PROGRAMS FUNDED BY HUD .....	6-81
G. WAGES FROM EMPLOYMENT WITH THE PHA OR RESIDENT ORGANIZATION.....	6-81
H. AVERAGING INCOME .....	6-81
I. MINIMUM INCOME .....	6-82
J. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME .....	6-82
K. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(a) (7)] .....	6-83
L. ALIMONY AND CHILD SUPPORT [24 CFR 5.609(a)(7)] .....	6-83
M. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(4 and 5), (c)(3 and 14)].....	6-83
N. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS.....	6-84
O. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE .....	6-85
P. CHILD CARE EXPENSES .....	6-85
Q. MEDICAL EXPENSES [24 CFR 5.603].....	6-86
R. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520].....	6-86
S. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS .....	6-87
T. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS .....	6-88
U. EXCESS UTILITY PAYMENTS.....	6-89
V. FAMILY CHOICE IN RENTS .....	6-89

<b>Chapter 7 .....</b>	<b>7-91</b>
<b>VERIFICATION PROCEDURES .....</b>	<b>7-91</b>
INTRODUCTION .....	7-91
A. METHODS OF VERIFICATION AND TIME ALLOWED .....	7-91
B. RELEASE OF INFORMATION .....	7-93
C. COMPUTER MATCHING .....	7-93
D. ITEMS TO BE VERIFIED .....	7-94
E. VERIFICATION OF INCOME.....	7-95
F. INCOME FROM ASSETS .....	7-102
G. VERIFICATION OF ASSETS.....	7-103
H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME .....	7-104
I. VERIFYING NON-FINANCIAL FACTORS .....	7-106
J. VERIFICATION OF SUITABILITY FOR ADMISSION .....	7-111
K. VERIFICATION OF WAITING LIST(S) PREFERENCES [24 CFR 960.206].....	7-112
<b>Chapter 8 .....</b>	<b>8-114</b>
<b>TRANSFER POLICY.....</b>	<b>8-114</b>
INTRODUCTION .....	8-114
A. GENERAL STATEMENT.....	8-114
B. ELIGIBILITY FOR TRANSFER .....	8-114
C. PRIORITY OF TRANSFERS.....	8-115
D. EMERGENCY TRANSFER .....	8-117
E. SPECIAL CIRCUMSTANCES TRANSFER .....	8-117
F. MANDATORY TRANSFERS .....	8-117
G. NON-MANDATORY TRANSFERS .....	8-118
H. MOVING COSTS.....	8-118
I. SECURITY DEPOSITS .....	8-118
J. PROCESSING TRANSFERS .....	8-119
K. TRANSFER REQUEST PROCEDURE.....	8-120
L. RENT ADJUSTMENTS OF TRANSFERRED RESIDENTS .....	8-121
M. REEXAMINATION DATE .....	8-121
<b>Chapter 9 .....</b>	<b>9-122</b>

<b>LEASING .....</b>	<b>9-122</b>
INTRODUCTION .....	9-122
A. LEASE ORIENTATION .....	9-122
B. LEASE REQUIREMENTS.....	9-123
C. EXECUTION OF LEASE.....	9-141
D. ADDITIONS TO THE LEASE.....	9-142
E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES.....	9-144
F. UTILITY SERVICES .....	9-144
G. SECURITY DEPOSITS .....	9-144
H. RENT PAYMENTS.....	9-145
I. FEES AND NONPAYMENT PENALTIES .....	9-146
J. SCHEDULES OF SPECIAL CHARGES .....	9-147
A. MODIFICATIONS TO THE LEASE .....	9-149
B. CANCELLATION OF THE LEASE .....	9-149
C. INSPECTIONS FOR THE PUBLIC HOUSING PROGRAMS.....	9-149
<b>Chapter 10 .....</b>	<b>10-154</b>
<b>PET POLICY – ELDERLY/DISABLED PROJECTS.....</b>	<b>10-154</b>
<b>[24 CFR Part 5, Subpart C] .....</b>	<b>10-154</b>
INTRODUCTION .....	10-154
A. ANIMALS THAT ASSIST PERSONS WITH DISABILITIES [24 CFR 960.705] .....	10-154
B. MANAGEMENT APPROVAL OF PETS .....	10-155
A. STANDARDS FOR PETS .....	10-156
B. PETS TEMPORARILY ON THE PREMISES.....	10-157
C. ADDITIONAL FEES AND DEPOSITS FOR PETS .....	10-157
D. ALTERATIONS TO UNIT.....	10-157
E. PET WASTE REMOVAL CHARGE .....	10-157
F. PET AREA RESTRICTIONS.....	10-158
G. NOISE .....	10-158
H. CLEANLINESS REQUIREMENTS.....	10-158
I. PET CARE .....	10-158
J. RESPONSIBLE PARTIES .....	10-159

K. INSPECTIONS.....	10-159
L. PET RULE VIOLATION NOTICE .....	10-159
M. NOTICE FOR PET REMOVAL .....	10-159
N. TERMINATION OF TENANCY .....	10-160
O. PET REMOVAL .....	10-160
P. EMERGENCIES .....	10-160
<b>Chapter 11 .....</b>	<b>11-161</b>
<b>PET POLICY – GENERAL OCCUPANCY (FAMILY) PROJECTS .....</b>	<b>11-161</b>
<b>[24 CFR Part 960, Subpart G].....</b>	<b>11-161</b>
INTRODUCTION .....	11-161
A. ANIMALS THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO PERSONS WITH DISABILITIES [24 CFR 960.705 ] .....	11-161
B. STANDARDS FOR PETS .....	11-162
C. REGISTRATION OF PETS .....	11-163
D. PET AGREEMENT.....	11-163
E. LIMITATIONS ON PET OWNERSHIP .....	11-164
F. PETS TEMPORARILY ON THE PREMISES.....	11-164
G. PET WASTE REMOVAL CHARGE .....	11-165
H. PET CARE .....	11-165
I. RESPONSIBLE PARTIES .....	11-165
J. INSPECTIONS.....	11-165
K. PET RULE VIOLATION NOTICE .....	11-165
L. NOTICE FOR PET REMOVAL .....	11-166
M. TERMINATION OF TENANCY .....	11-166
N. PET REMOVAL .....	11-167
O. EMERGENCIES .....	11-167
<b>Chapter 12 .....</b>	<b>12-168</b>
<b>REEXAMINATIONS.....</b>	<b>12-168</b>
INTRODUCTION .....	12-168
A. ELIGIBILITY FOR CONTINUED OCCUPANCY .....	12-168
B. ANNUAL REEXAMINATION.....	12-168

C.	REPORTING INTERIM CHANGES.....	12-172
D.	INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS .....	12-173
E.	OTHER INTERIM REPORTING ISSUES .....	12-175
F.	TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) .....	12-175
G.	REPORTING OF CHANGES IN FAMILY COMPOSITION .....	12-177
H.	REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT .....	12-182
I.	CHANGES IN UNIT SIZE.....	12-182
J.	CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES .....	12-182
K.	Monthly File Reviews.....	12-183
<b>Chapter 13</b>	.....	<b>13-184</b>
<b>LEASE TERMINATIONS</b>	.....	<b>13-184</b>
INTRODUCTION	.....	13-184
A.	TERMINATION BY TENANT.....	13-184
B.	TERMINATION BY PHA .....	13-184
C.	NOTIFICATION REQUIREMENTS.....	13-186
D.	RECORD KEEPING .....	13-187
E.	TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514] .....	13-187
<b>Chapter 14</b>	.....	<b>14-188</b>
<b>COMPLAINTS, GRIEVANCES AND APPEALS</b>	.....	<b>14-188</b>
INTRODUCTION	.....	14-188
A.	COMPLAINTS.....	14-188
B.	APPEALS BY APPLICANTS .....	14-188
C.	APPEALS BY TENANTS .....	14-189
D.	HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS" .....	14-190
E.	GRIEVANCE PROCEDURES.....	14-191
<b>Chapter 15</b>	.....	<b>15-197</b>
<b>FAMILY DEBTS TO THE PHA.....</b>		<b>15-197</b>
INTRODUCTION	.....	15-197
A.	PAYMENT AGREEMENT FOR FAMILIES .....	15-197
B.	DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION .....	15-199



C. WRITING OFF DEBTS .....	15-199
D. PHA- CAUSED ERRORS OR PROGRAM ABUSE.....	15-199
<b>Chapter 16 .....</b>	<b>16-201</b>
<b>COMMUNITY SERVICE .....</b>	<b>16-201</b>
INTRODUCTION .....	16-201
A. REQUIREMENT .....	16-201
B. EXEMPTIONS .....	16-201
C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM .....	16-202
D. ANNUAL DETERMINATIONS.....	16-202
E. NONCOMPLIANCE.....	16-202
F. PHA RESPONSIBILITY .....	16-203
G. PHA COMMUNITY SERVICE REQUIREMENT.....	16-203

# Chapter 1

## STATEMENT OF POLICIES OF AND OBJECTIVES

### INTRODUCTION

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

Administration of the Public Housing Program and the functions and responsibilities of the Portland Housing Authority (PHA) staff shall be in compliance with the PHA's Personnel Policy, Agreement between Housing Authority of the Town of Portland and Local 1303-99 of Council #4 AFSCME, AFL-CIO and this Admissions and Continued Occupancy Policy. The administration of this PHA's housing program will also meet the requirements of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts 1, 5, 8, 100 and 900-966 (Code of Federal Regulations).

### A. HOUSING AUTHORITY MISSION STATEMENT

The mission of The Housing Authority of the Town of Portland (PHA) is to create opportunities for affordable housing in a suitable living environment and to promote self-sufficiency in our community.

The Housing Authority of the Town of Portland is an independent agency that provides housing for low and moderate-income families, seniors and non-elderly disabled. Our purpose is to provide quality housing for our residents by rehabilitating or revitalizing our housing stock and by creating opportunities for homeownership and affordable housing. We will work diligently to find and provide resources necessary to improve the opportunities for success of our residents with programs fostering economic self-sufficiency. It is also our objective to help end homelessness in our community by collaborating with local, State and Federal agencies.

We maintain a healthy and efficient work environment. We encourage staff participation in community activities geared to help the less fortunate. PHA takes great pride in our diverse and talented staff and will continue to train and assist employees and will recognize achievements we feel will improve their self-esteem, quality of work and production. This will give our staff an incentive to excel at work.

With that end in mind, PHA has formed partnerships at the local and State level and will continue to do so as it may deem necessary. PHA will continue to explore opportunities to leverage funds that are an essential part in our efforts to continue to help our community with its housing needs.

### B. LOCAL OBJECTIVES

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that the PHA is managing its program in a manner that reflects its commitment to

improving the quality of housing available to its public, and its capability to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

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

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

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

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

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

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

To facilitate the judicious management of the PHA inventory and the efficient management of PHA staff.

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

### **C. PURPOSE OF THE POLICY**

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

The PHA Board of Commissioners must approve the original policy and any changes. Required portions of this Plan will be provided to HUD.

### **D. FAIR HOUSING POLICY**

It is the policy of the Housing Authority to comply fully with all Federal, State and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal

Opportunity in housing and employment. The PHA will comply with all laws relating to Civil Rights, including:

Title VI of the Civil Rights Act of 1964

Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)

Executive Order 11063

Section 504 of the Rehabilitation Act of 1973

The Age Discrimination Act of 1975

Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)

Violence Against Woman Reauthorization Act of 2005 (VAWA), signed into law January 5, 2006 which establishes the rights of victims of domestic violence, dating violence, stalking and/or sexual assault, applying for or living in federally funded housing; and the VAWA Reauthorization Act of 2013

Any applicable State laws or local ordinances and any legislation protecting individual rights of tenants, applicants or staff that may subsequently be enacted.

The PHA shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the PHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

Posters and housing information are displayed in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide Federal/State/local information to public housing residents regarding "discrimination" and any recourse available to them if they believe they are victims of discrimination. Such information will be made available to them during the resident orientation session.

The PHA shall not, on account of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation:

Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

Provide housing that is different from that provided to others;

Subject a person to segregation or disparate treatment;

Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

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

3Deny a person access to the same level of services.

The PHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets).

### **E. SERVICE AND ACCOMMODATIONS POLICY**

It is the policy of the Portland Housing Authority to provide courteous and efficient service to all applicants for housing assistance. In that regard, the PHA will endeavor to accommodate persons with disabilities, as well as those persons with language and literacy barriers.

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

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

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

A Reasonable Accommodation Notice explaining applicant/tenant reasonable accommodation rights will be provided to all families. A signed acknowledgement of receipt shall be kept in applicant/tenant file.

### **Federal Americans with Disabilities Act of 1990**

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

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

A record of such impairment, or

being regarded as having such impairment.

### **Undue Hardship**

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

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

The nature and cost of the accommodation needed;

The overall current financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and

The number of persons currently employed at such facility, the number of families likely currently to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

### **Verification of a Request for Accommodation**

All requests for accommodation or modification of a unit will be verified with a reliable, knowledgeable professional.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

### **Reasonable Accommodation**

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

All PHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

### **Application Process**

For purposes of this section, the PHA will make the following types of accommodations to persons with disabilities to facilitate the application process:

Permit the submission of applications or certification forms via mail.

Permit an authorized designee to participate in the application or certification process.

Upon request provide assisted listening devices/ a certified sign language interpreter/ a Braille interpreter/other to facilitate the application or certification process.

## **Recertification by Mail**

The PHA will permit the family to submit annual and interim recertification forms through the mail, when the PHA has determined that the request is necessary as a reasonable accommodation.

The mail-in packet will include notice to the family of the PHA's deadline for returning the completed forms to the PHA.

If there is more than one adult member in the household, but only one is disabled, re-certifications will not be processed through the mail. In such cases, the family may choose to have the PHA conduct the recertification by a home visit or to have the able adult family members come in for the appointment and then take the necessary forms home to the member with a disability for completion and signature.

## **Home Visits**

When requested and where the need for reasonable accommodation has been established, the PHA will conduct home visits to residents to conduct annual and interim recertifications.

Requests for a home visit recertification must be received by the PHA at least fifteen (15) days before the scheduled appointment date in order for the request to be considered.

The PHA will consider home visit recertification's which are requested after the scheduled appointment has been missed, according to the number of allowed rescheduled appointments noted in the chapter on Recertification's.

The PHA will not consider home visit recertification's that are requested after the scheduled appointment has been missed.

## **Other Accommodations**

The Housing Authority utilizes organizations that provide assistance for hearing- and sight-impaired persons when needed.

Families will be offered an accessible unit, upon request by the family, when an accessible unit is available.

## **Denial of a Requested Reasonable Accommodation**

Reasons for the denial may include: The requested accommodation would violate a State or Federal Statute or HUD regulation.

## **F. TRANSLATION OF DOCUMENTS**

The Housing Authority has bilingual staff to assist non-English speaking families in Spanish, Polish and Italian. Translators will be available upon a week's notice from appointment.

## **G. LANGUAGE ASSISTANCE**

The PHA will provide readers to assist persons with literacy barriers in completing the application and certification process.

The PHA will refer persons with literacy barriers to appropriate community literacy programs for assistance with the completion of the application and certification process.

## **H. PUBLIC HOUSING ASSESSMENT SYSTEM (PHA'S) OBJECTIVES**

[24 CFR 901 & 902]

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

## **I. FAMILY OUTREACH**

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

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

When the PHA's waiting list(s) are open, the PHA will periodically publicize the availability and nature of housing assistance for very low income and low-income families in a newspaper of general circulation, including local minority publications and other suitable means.

## **J. PRIVACY RIGHTS**

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

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

Any and all information that would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the Executive Director or designee.



The PHA's practices and procedures are designed to safeguard the privacy of applicants and tenants.

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

#### **K. POSTING OF REQUIRED INFORMATION**

The PHA will maintain a bulletin board in a conspicuous area of the lobby of PHA administrative offices that will contain:

- Statement of policies and procedures governing Admissions and Continued Occupancy Policy (ACOP) or a notice of where the policy is available
- A notice of where the PHA 5-year Plan and PHA Annual Plan are available
- Information on application taking
- Directory of the PHA's housing sites including names, address of offices and office hours at each facility.
- Income limits for Admission
- Current schedule of routine maintenance charges
- A copy of the lease
- The PHA's grievance procedures
- A Fair Housing Poster
- An Equal Opportunity in Employment poster
- Current Resident Notices
- Required public notices
- Information on preferences
- Schedule of Utility Allowances (if applicable)
- Information on Screening and Eviction for Drug Abuse and other Criminal Activity.

Site developments will maintain a bulletin board in a conspicuous place which will contain:

Tenant Selection policies (960.202 and 960.203)

State Housing Program Tenant Selection Plan

Information on application taking

Income limits for admission

Current schedule of maintenance charges

- Copy of lease
- PHA's grievance procedures
- Fair Housing poster
- Equal Opportunity in Employment poster
- Current Resident Notices
- Security Deposit charges
- Zero Tolerance Policy (sexual harassment)
- PHA Hotline Information
- Mission Statement
- Information on Screening and Eviction for Drug Abuse and Other Criminal Activity.
- PHA lease violation fines

## **L. TERMINOLOGY**

The Housing Authority of the Town of Portland is referred to as "PHA" or "Housing Authority" or "HA" throughout this document.

"Family" is used interchangeably with "Applicant," "Resident" or "Participant" or and can refer to a single-person family.

"Tenant" is used to refer to participants in terms of their relation as a lessee to the PHA as the landlord.

"Landlord" refers to the PHA.

"Disability" is used where "handicap" was formerly used.

"Non-citizens Rule" refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

See Glossary for other terminology.

## Chapter 2

### ELIGIBILITY FOR ADMISSION

[24 CFR Part 960, Subpart B]

#### INTRODUCTION

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

#### A. QUALIFICATION FOR ADMISSION

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

- Is a family as defined in this Chapter;
- Heads a household where at least one member of the household is either a citizen or eligible non-citizen. (24 CFR Part 5, Subpart E).
- For Federal Public Housing, an Annual Income at the time of admission that does not exceed the **applicable** income limit for occupancy established by HUD and posted separately in the PHA offices.
- Provides a Social Security number for all family members, from age 0, within 90 days, or will provide written certification that they do not have Social Security numbers. An extension of one additional 90-day period will be granted if family cannot obtain information due to reasons beyond their control.
- Meets or exceeds the tenant Selection and Suitability Criteria as set forth in this policy.

#### Timing for the Verification of Qualifying Factors

- The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list(s) to be offered a housing unit.
- The qualifying factors of eligibility [other than citizenship status,] will be verified when the family is placed on the waiting list(s).

## **B. FAMILY COMPOSITION**

### **Definition of Family**

The applicant must qualify as a Family. A Family may be a single person or a group of persons. Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. For occupancy standards purposes, the applicant may claim a spousal relationship.

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

Elderly, disabled, and displaced families are defined by HUD in CFR 5.403.

The term "Family" also includes, but is not limited to:

A family with or without children;

An elderly family;

A disabled family;

A displaced family;

The remaining member of a tenant family;

A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a tenant family;

Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family;

Two or more near-elderly persons living together, or one or more near-elderly persons living with one or more live-in aides.

The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.

### **Occupancy by Police Officers**

- In order to provide an increased sense of security for public housing residents the PHA may allow public housing units to be occupied by police officers.
- Police officers will not be required to be income eligible to qualify for admission to the PHA's public housing program.

### **Head of Household**

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a

lease under State/local law.

- A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Family, provided that the person is at least partially responsible for paying the rent.

### **Spouse of Head of Household**

Spouse means the husband or wife of the head.

For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

### **Co-head**

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

### **Live-in Attendants**

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

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

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

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

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

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

Live-in aides are not subject to Non-citizen Rule requirements.

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

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

Family members of a live-in attendant may also reside in the unit, providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

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

- Verification of the need for a live-in aide must include the hours the care will be provided.
- After the PHA approves the addition of a live-in aide on behalf of a resident, the resident must submit a specific live-in aide's name and information for approval by the PHA [within 30 calendar days of the PHA's notification].

If the 30 calendar days expire, the resident will have to resubmit an application for approval of a live-in aide.

- A specific live-in aide may only reside in the unit with the approval of the PHA. The PHA shall make the live-in aide subject to the agency's normal screening criteria.
- The PHA will require the live-in aide to execute a lease rider agreeing to abide by the terms and conditions of occupancy set forth in the lease agreement. If the live-in aide violates provisions of the lease rider, the PHA may take action against the live-in aide separate from action against the assisted family.
- If the live-in aide or their family members participate in drug-related or criminal activity, the PHA will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to the grievance hearing process of the agency.

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

### **C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]**

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

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

A 90- day period will be provided during which an applicant family may become a program participant, even if the family lacks the documentation necessary to verify the Social Security Number (SSN) of a family member under the age of 6 years. An extension of one additional 90- day period will be granted if family cannot obtain information due to reasons beyond their control.

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

**D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS**

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

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

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their income-based assistance (TTP) will be pro-rated and that they may request a hearing if they contest this determination. If such a family chooses flat rent, the flat rent will not be pro-rated.

The flat rent will be utilized as the maximum rent and will be used in the calculation of prorated tenant rent for mixed families.

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

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

The PHA will establish and verify eligibility no later than the date of the family's annual reexamination following October 21, 1998.

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

**E. OTHER ELIGIBILITY CRITERIA**

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

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

to pay rent and other charges as required by the lease in a timely manner;

to care for and avoid damaging the unit and common areas;

to use facilities, appliances and equipment in a reasonable way;

to create no health or safety hazards, and to report maintenance needs in a timely manner;

not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;

not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the PHA premises;

not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed," on the premises of assisted housing;

not to contain a household member subject to lifetime sex offender registration requirement under a State Sex offender registration program;

to comply with necessary and reasonable rules and program requirements of HUD and the PHA; and,

to comply with local health and safety codes.

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

- Previous outstanding debts to PHA or any PHA resulting from a previous tenancy in the public housing or landlords through Section 8 program must be paid in full prior to admission.
- At the time of initial application, the applicant must pay any previous debt prior to being placed on the waiting list(s).
- Applicants with previous PHA debts will be permitted to execute a Payment Agreement at the time of pre-application, but 100% of the debt must be paid prior to offer of a unit.
- Either spouse is responsible for the entire debt incurred as a previous PHA tenant. Children of the head or spouse who had incurred a debt to the PHA will not be held responsible for the parent's previous debt.

#### **F. DENIAL OF ADMISSION FOR DRUG-RELATED AND/OR OTHER CRIMINAL ACTIVITY**

##### **Purpose**

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the Housing Authority of the Town of Portland to fully endorse and implement a policy that is designed to:

- Help create and maintain a safe and drug-free community;



- Keep our program participants free from threats to their personal and family safety;
- Support parental efforts to instill values of personal responsibility and hard work;
- Help maintain an environment where children can live safely, learn and grow up to be productive citizens; and
- Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

### **Administration**

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

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

- This policy will be posted on the PHA's bulletin board.

### **HUD Definitions**

"Drug-related criminal activity" is the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Drug-related criminal activity means *on or off the premises, not just on or near the premises*.

"Covered person" means a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

"Criminal activity" includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the PHA.

"Drug" means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

"Guest" for purposes of this Chapter, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

"Household" means the family and PHA-approved live-in aide.

"Other person under the tenant's control," for the purposes of the definition of "covered person," means that the person, although not staying as a guest (as defined above) in the unit is, or was at the time of the activity in question, on the premises (as defined in this section) because of an invitation

from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

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

"Violent criminal activity" means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

### **Screening for Drug Abuse and Other Criminal Activity**

In an effort to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, the PHA will endeavor to screen applicants as thoroughly and fairly as possible.

- If in the past the PHA initiated a lease termination, which may or may not have resulted in eviction for any reason cited under the Screening and Eviction for Drug Abuse and Other Criminal Activity Notice, for a family, as a prior resident of public housing, the PHA shall have the discretion to consider all circumstances of the case regarding the extent of participation by non-involved family members.
- Initial screening will be limited to routine inquiries of the family and any other information provided to the PHA regarding this matter. The inquiries will be standardized and directed to all applicants by inclusion in the application form.
- If as a result of the standardized inquiry, or the receipt of a verifiable referral, there is indication that the family or any family member had been or is engaged in drug-related criminal or violent criminal activity in the past five years, the PHA will conduct closer inquiry to determine whether the family should be denied admission.
- If the screening indicates that any family member has been arrested and/or convicted in the past five years within the prior five years for drug-related or violent criminal activity, the PHA shall obtain verification through police/court records.
- After conclusion of a National Criminal Information Computer (NCIC) Report the applicant will be required to provide proof of criminal activity that may not be listed on the NCIC report at the applicant's expense.

### **Use of FBI and Law Enforcement Records**

The PHA will check criminal history for all applicants/applicants who are 18 years of age, adults in the household, to determine whether any member of the family has engaged in violent or drug-related criminal activity through Info Center or related credit reporting agency.

The PHA will check criminal history for all applicants who are 18 years of age, adults in the household, to determine whether any member of the family is subject to a lifetime sex offender

registration requirement through Info Center or related credit reporting agency.

- Verification of any past activity will be done prior to final eligibility and will include a check of conviction records.

### **Standard for Violation**

Any person evicted from private, public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity, non-payment of rent, bad landlord reference, and/or gang related activity are ineligible for admission to Public Housing for a five-year period beginning on the date of such conviction and/or arrest, and/or eviction.

- The PHA will not waive this requirement.
- The PHA will admit the household if the PHA determines:

No member of the applicant's family may have engaged in drug related or **violent criminal activity within the past five years.**

**The PHA will deny participation in the program to applicants where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity.** The same will apply if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

\* The PHA will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous 36 months.

"Engaged in or engaging in or recent history of" drug-related criminal activity means any act within the past 5 years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

- In evaluating evidence of negative past behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.
- **The PHA must deny admission to any applicant who has a family member using medical marijuana, even if they have an authorized State medical marijuana card and or prescription is issued to that person.** (See HUD legal opinion dated January 20, 2011, "Medical Use of Marijuana and Reasonable Accommodation in Federal Public and Assisted Housing").

- Before PHA denies admission to an individual or household on the basis of criminal activity by a household member or guest, PHA will determine that the relevant individual engaged in such activity.
- \*The PHA will not waive this policy.

### **Permanent Denial of Admission**

The PHA will permanently deny admission to public housing persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds. The PHA will not waive this requirement.

### **Prohibition on Persons Subject to Lifetime Sex Offender Registration Requirement**

The PHA will deny admission to public housing to any family in which a family member is subject to a lifetime sex offender registration requirement. This provision will not be waived. The PHA shall perform necessary criminal history background checks in the State where the housing is located and in any other States where household members are known to have resided.

### **Other Criminal Activity**

- "Other criminal activity" means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.
- For the purposes of this policy, this is construed to mean that a member of the current family has been arrested and/or convicted of any criminal or drug-related criminal activity within the past 5 years.

HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

- Applicants and/or their household members who have been convicted of criminal sexual conduct, including but not limited to sexual assault, incest, statutory sexual seduction, open and gross lewdness, or child abuse, and are required by law to register as a sex offender will be prohibited from participation in the public housing program.
- No family member may have engaged in or threatened abusive or violent behavior toward PHA personnel at any time.

- No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last 5 years.
- Even if a person has served time in jail and has now been released on probation or parole, that person cannot be admitted into public housing unless a year has passed since the completion of probation and 5 years from the arrest.
- If the only sentence was probation, a year must have elapsed, without incident, since completion of probation, in order to be considered eligible for public housing.
- A person who is released from jail with no probation requirement would have to operate on the outside for one year with no further evidence of the prohibited activities in order to be considered eligible for admission.
- A person who has been convicted of any crime involving bodily injury would not be considered for admission until a year has passed since full repaying of the social debt, including probation and 5 years from the arrest.

### **Evidence**

The PHA must have evidence of the violation.

"Preponderance of evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

Preponderance of evidence is not to be determined by the number of witnesses, but by the greater weight of all evidence.

"Credible evidence" may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by PHA inspectors and/or investigators, and evidence gathered from the PHA Hotline.

The PHA may pursue fact-finding efforts as needed to obtain credible evidence.

### **Obtaining Information from Drug Abuse Treatment Centers**

The PHA will:

- **Request for all families.** The PHA will inquire of all applicants whether they are currently using or in the past have ever engaged in the illegal use of a controlled substance.

The PHA will inquire of all applicants who respond in the affirmative whether they are currently receiving treatment or have ever received treatment at a drug abuse

treatment facility.

The written consent form shall authorize the PHA to receive information from the drug abuse treatment facility stating only whether the facility has reasonable cause to believe that the applicant is currently engaging in the illegal use of a controlled substance.

The authorization will be sent to the drug abuse treatment facility with a PHA postage paid return addressed envelope addressed to the attention of the Director of Public Housing.

- The PHA will maintain such information received from a drug abuse treatment facility in a manner that respects its confidentiality.
- Such confidential information will be reviewed by the Director of Public Housing who will make a decision as to the outcome of the review.
- Such confidential information will not be misused or improperly disseminated and will be destroyed not later than 5 business days after the date on which the PHA gives final approval for admission.
- If the application is denied, the information will be destroyed within 15 business days following the date on which the statute of limitations for commencement of a civil action from the applicant based upon the denial of admission has expired.

### **Confidentiality of Criminal Records**

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

\* All criminal reports, while needed by Director of Public Housing for screening for criminal behavior, will be housed in a locked file with access restricted to individuals responsible for such screening.

\* Misuse of the above information by any employee will be grounds for termination of employment. Penalties for misuse are contained in Personnel Policies.

- If the family is determined eligible for initial or continued assistance, the PHA's copy of the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.
- If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.
- The PHA will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

## **Disclosure of Criminal Records to Family**

Before the PHA takes any adverse action based on a criminal conviction record, the applicant and subject of record will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided with an opportunity to dispute the record at an informal hearing. Tenants may contest such records at the grievance hearing or court hearing in the case of evictions.

## **Hearings**

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

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

### **G. SCREENING FOR SUITABILITY [24 CFR 960.203, 960.204, 960.205]**

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

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

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

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance that they can demonstrate that they have or will have at the time of admission. (24 CFR 8.3, Definition: Qualified Individual with Handicaps) The availability of assistance is subject to verification by the PHA.

- The PHA does not permit a parent or legal guardian to co-sign the lease on the applicant's behalf if the head of household is under 18 and, under State/local law, does not have the legal capacity to enter into a legally binding contract
- As a part of the final eligibility determination, the PHA will screen each applicant household to assess their suitability as renters.
- The PHA will complete a rental history check on all applicants.

- The PHA will complete a credit check on all applicants.
- The PHA shall rely upon sources of information which may include, but are not limited to, PHA records, personal interviews with the applicant or tenant, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians or the police department, and home visits for persons who have had negative landlord reference(s) for poor housekeeping habits.
- This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.
- Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a tenant, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.

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

The applicant's past performance in meeting financial obligations especially rent.

Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.

Any history of criminal activity on the part of any applicant family member involving criminal acts and/or drug-related criminal activity.

Any history or evidence of repeated acts of violence on the part of an individual or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.

Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other tenants.

Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the PHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

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



Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare. [24CFR 960.203(c)]

Adversely affect the physical environment or financial stability of the project. [24CFR 960.203(c)]

Violate the terms and conditions of the lease. [24CFR 960.203(c)].

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

### **Rent Paying Habits**

The PHA will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from former landlords for up to the past 5 years.

Based upon these verifications, the PHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past 5 years for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances will be grounds for an ineligibility determination, applicant must wait 5 years from date of eviction to re-apply for housing.

- The PHA will undertake a balancing test that will consider: (1) amount of former rent; (2) loss of employment; (3) death or divorce from primary support; (4) illness or other circumstances beyond applicant's control. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.
- Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent due to substandard housing conditions in a manner consistent with a local ordinance. The lack of credit history will not disqualify a family, but a poor credit history will, with the exceptions noted above.
- Where past rent paying ability cannot be documented, the PHA will check with the utility company(s) to determine whether the family has been current and timely on their payments.

### **Screening Applicants Who Claim Mitigating Circumstances**

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

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

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the PHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. The PHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

### Examples of Mitigating Circumstances

Evidence of successful rehabilitation;

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

Evidence of successful and sustained modification of previous disqualifying behavior.

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

The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and

The applicant's overall performance with respect to all the screening requirements.

## **VIOLENCE AGAINST WOMEN ACT POLICY**

### **I. Purpose and Applicability**

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) (VAWA) and more generally to set forth Portland Housing Authority's (PHA) policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

***This Policy shall be applicable to the administration by PHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.***

### **II. Goals and Objectives**

***This Policy has the following principal goals and objectives:***

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by PHA;

- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between PHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by PHA; and
  - E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by PHA.

### III. Other PHA Policies and Procedures

**This Policy shall be referenced in and attached to PHA’s Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of PHA’s Admissions and Continued Occupancy Policy and PHA’s Section 8 Administrative Plan. PHA’s annual public housing agency plan shall also contain information concerning PHA’s activities, services or programs relating to domestic violence, dating violence, and stalking. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of PHA, the provisions of this Policy shall prevail.**

### IV. Definitions.

#### A. As used in this Policy:

A. *Domestic Violence* – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

B. *Dating Violence* – means violence committed by a person—

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - (i) The length of the relationship.
  - (ii) The type of relationship.
  - (iii) The frequency of interaction between the persons involved in the relationship.

#### C. **Stalking – means –**

- (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the

intent to kill, injure, harass or intimidate another person; and  
(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

- (i) that person;
- (ii) a member of the immediate family of that person; or
- (iii) the spouse or intimate partner of that person;

D. *Immediate Family Member* - means, with respect to a person –

- (A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
- (B) any other person living in the household of that person and related to that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

#### V. Admissions and Screening

*Non-Denial of Assistance.* PHA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

Where the SHA receives adverse information about an applicant/household member and is aware that domestic violence might be involved, the PHA shall determine whether there is a substantial connection between the adverse information and the fact that the applicant/household member is a victim of domestic violence. If the PHA determines that there is such a connection, then the PHA shall disregard the adverse information (provided that the perpetrator will not be part of the applicant's household).

A substantial connection includes, but is not limited to, where a victim loses financial support (e.g. victim's job or perpetrator's wages) due to domestic violence and is evicted (or receives a negative landlord reference) for late or nonpayment of rent; where a victim is evicted or receives a negative landlord reference due to property damage and/or noise or other interference with neighbors caused by the perpetrator; and where a victim receives a negative landlord reference for breaking a lease prior to its expiration due to domestic violence.

#### VI. Termination of Tenancy or Assistance

A. *VAWA Protections.* Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by PHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for

terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by PHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

- (a) Nothing contained in this paragraph shall limit any otherwise available authority of PHA' or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action,

standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.

- (b) Nothing contained in this paragraph shall be construed to limit the authority of PHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or PHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.  
neither PHA nor a Section 8 manager or owner may apply a more demanding

- (c) Nothing contained in this paragraph shall be construed to limit the authority of PHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or PHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.
  - 3. Where property damage is caused by a perpetrator, the PHA shall not terminate the Section 8 subsidy or evict from public housing the victim of domestic violence, dating violence, or stalking because of such property damage.
  - 4. Where nonpayment of rent or other charges due the PHA is caused by the perpetrator, and where the victim of domestic violence, dating violence or stalking removes said perpetrator from the lease, the PHA shall offer the remaining household members a reasonable repayment plan (without charging late fees but may recover costs) and shall not evict the remaining members for such nonpayment so long as they substantially comply with said plan.
- B. *Removal of Perpetrator.* Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, PHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by PHA.

**VII. Verification of Domestic Violence, Dating Violence or Stalking**

A. *Requirement for Verification.* The law allows, but does not require, PHA or a section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., SHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by PHA. Section 8 owners or managers receiving rental assistance administered by PHA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

- 1. *HUD-approved form* - by providing to PHA or to the requesting Section 8 owner or

manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. *Other documentation* - by providing to PHA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to PHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. *Time allowed providing verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by PHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. Extensions may be granted for good cause.

C. *Waiver of verification requirement.* The Executive Director of PHA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

## VIII. Confidentiality

- B. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to PHA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
1. requested or consented to by the individual in writing, or
  2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
  3. otherwise required by applicable law.
- C. *Notification of rights.* All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by PHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

## IX. Transfer to New Residence

- A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, PHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence, dating violence, or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit. When appropriate, transfers may be granted from federal public housing to Section 8 and from Section 8 to federal public housing.
- B. *No right to transfer.* PHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available, and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX. D below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of PHA, and this policy does not create any right on the part of any applicant to be granted a transfer.
- C. *Family rent obligations.* If the family occupying PHA public housing moves in order to protect the health or safety of a household member, the family's obligation to provide 30 days advance notice of its move shall be waived by the PHA.
- D. *Portability.* Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the
- E. tenant's existing lease has not expired, the tenant has not provided the required notice of vacating to the PHA or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in



order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

- **Relationships with Service Providers**

*It is the policy of PHA to cooperate with organizations and entities, both private and governmental, that provides shelter and/or services to victims of domestic violence. If PHA staff become aware that an individual assisted by PHA is a victim of domestic violence, dating violence or stalking, PHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring PHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. PHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which PHA has referral or other cooperative relationships.*

- **Notification**

*PHA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and termination of tenancy or assistance.*

- **Relationship with Other Applicable Laws**

*Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.*

- **Amendment**

*This policy may be amended from time to time by PHA as approved by the PHA Board of Commissioners after consultation with the Resident Advisory Board.*

## **Qualified and Unqualified Applicants**

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

The eligibility of the applicant as a *family*;

The eligibility of the applicant with respect to income limits for admission;

The eligibility of the applicant with respect to citizenship or eligible immigration *status*;

The PHA preference to which the family is entitled:

Victims of Domestic Violence (25 points)

Homeless (25 point)

Non-elderly Disabled (5 points)

Resident who lives or works in the jurisdiction (5 points)

Elderly (5 points)

Involuntary Displacement through no fault of their own (3 points)

Working more than 20 hours or more a week (10 points)

Those enrolled currently in educational, training, or upward mobility programs, Adult Student (5 points)

Substandard housing (15 points)

Rent greater than 50% of income (15 points)

Overcrowding (2 points)

U. S. Citizen or Households with Eligible Status (1 point)

Targeting/ Deconcentration (1 point)

Veterans (15 points)

Preferences for the State Properties see State Housing Program Tenant Selection Plan

If an applicant has the homeless preference and refuses a unit, this preference will be removed from their application.

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

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. The PHA shall provide applicants an opportunity for an informal hearing (see Chapter titled "Complaints, Grievances, and Appeals").

Applicants who are determined unqualified for admission solely based on credit problems, PHA will allow 30 days from notification to provide PHA proof of payment or payment arrangements on outstanding account in order to become Eligible.

- Applicants who have requested a reasonable accommodation as a person with a disability and who have been determined eligible, but fail to meet the Applicant Selection Criteria, will be offered an opportunity for an informal review per our grievance procedure, Chapter One, Complaints Grievances and Appeals.

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

**\* Documenting Findings**

An authorized representative of the PHA shall document any pertinent information received relative to the following:

- Criminal Activity - includes the activities listed in the definition of criminal activity in this Chapter.
- Pattern of Violent Behavior - includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.
- Pattern of Drug Use - includes a determination by the PHA that the applicant has exhibited a pattern of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Drug-Related Criminal Activity - includes a determination by the PHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance.
- Pattern of Alcohol Abuse - includes a determination by the PHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
- Initiating Threats - or behaving in a manner indicating an intent to assault employees or other tenants.

- Sex Offender - includes any person in a family who is listed on the lifetime sex offender registration.
- Abandonment of a Public Housing Unit - without advising PHA officials so that staff may secure the unit and protect its property from vandalism.
- Non-Payment of Rightful Obligations - including rent and/or utilities and other charges owed to the PHA [or any other PHA].
- Intentionally Falsifying an Application for Leasing - including uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.
- Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior - consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.
- Grossly Unsanitary or Hazardous Housekeeping - includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.
- Destruction of Property from previous rentals.

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

### **Prohibited Criteria for Denial of Admission**

Applicants will NOT be rejected because they:

Have no income;

Are not employed;

Do not participate in a job training program;

Will not apply for various welfare or benefit programs;

Have children; or have children born out of wedlock;

Are on welfare;

Are students.

## **H. HEARINGS**

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

## Chapter 3

### APPLYING FOR ADMISSION

#### INTRODUCTION

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

#### A. HOW TO APPLY

Families who wish to apply for any of the PHA's programs must complete a written pre-application form when application-taking is open. Pre- Applications will be made available in an accessible format upon request from a person with a disability.

- Persons with disabilities may call the PHA to receive a pre- application through the mail or make other arrangements to complete their pre-application.
- Pre-Applications may be picked up in person at the main office or any of the site offices. Applications are also available on our website at [www.Portlandha.org](http://www.Portlandha.org). Applications will only be mailed to elderly and disabled persons upon request.
- Applications will be accepted at a central location for all waiting list(s).

The application process will involve two phases.

1. The first is the "initial" application for admission (referred to as a pre-application). This first phase is to determine the family's eligibility for, and placement on, the applicable PHA waiting list(s).

The pre-application will be dated, time-stamped, and referred to the PHA's office where tenant selection and assignment is processed.

2. The second phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family reaches the top of the applicable waiting list(s). At this time the PHA ensures that verification of all HUD and PHA eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

## **B. "INITIAL" APPLICATION PROCEDURES**

The PHA will utilize an application form for the initial application for housing assistance, including for Public Housing, Portable Housing Choice Voucher (HCV) or Project-Based Voucher (PBV) programs. The application may be mailed to elderly and disabled applicants, if requested, it will be mailed in an accessible format.

A pre-application for any open waitlist(s) will be available at our website, [www.Portlandha.org](http://www.Portlandha.org).

The purpose of the pre-application is to permit the PHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list(s).

Translation will be provided for non-English-speaking applicants by Housing Services staff in Spanish, Italian and Polish upon request.

The pre-application will contain questions designed to obtain the following information:

- Names of head and spouse
- Names of adult members and age of all members
- Number of family members (used to estimate bedroom size needed)
- Street address and phone numbers
- Mailing address (if PO Box or other permanent address)
- Annual income
- Source(s) of income received by household members to determine preference qualification
- Sufficient additional information to determine preference qualification
- Information regarding request for reasonable accommodation or for accessible unit
- Social Security Numbers
- Race/ethniTown
- Arrests/Convictions for Drug Related or Violent Criminal Activity
- Previous addresses for last 5 years
- Names and addresses of current and previous landlords
- Emergency contact person and address
- Questions regarding previous participation in HUD programs

Applications will be taken in person and data will be entered into the computer.

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

Pre-applications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are requested to inform the PHA in writing of changes in family composition, income, and address, as well as any changes in their Preference status. Applicants are also required to respond to requests from the PHA to update information on their application, or to determine their continued interest in assistance.

Failure to provide accurate information or to respond to mailings will result in the applicant being removed from the waiting list(s). (See Chapter on Complaints, Grievances and Appeals.)

### **C. NOTIFICATION OF APPLICANT STATUS**

If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation).

This written notification of preliminary eligibility will be given to the applicant at the time the pre-application is submitted, mailed to the applicant by first class mail and/or distributed to the applicant in the manner requested as a special accommodation.

If the family is determined to be ineligible based on the information provided in the pre-application, the PHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. See Chapter on "Complaints, Grievances and Appeals."

If the family is determined to be ineligible, applicant must wait one (1) year from date of denial to re-apply. This excludes applications that are Withdrawn due to being incomplete.

### **D. COMPLETION OF A FULL APPLICATION**

The full application will verify or update information contained in the preliminary application to confirm the following information:

- Names of head and spouse
- Names of adult members and age of all members
- Number of family members (used to estimate bedroom size needed)
- Street address and phone numbers
- Mailing address (if PO Box or other permanent address)
- Annual income
- Source(s) of income received by household members to determine qualification
- Information regarding request for reasonable accommodation or for accessible unit
- Social Security Numbers
- Race/ethniTown
- Arrests/Convictions for Drug Related or Violent Criminal Activity
- Previous addresses
- Names and addresses of current and previous landlords
- Emergency contact person and address
- Questions regarding previous participation in HUD programs

Upon receipt of the pre-application and prior to placement on the waiting list(s).

After the family is selected from the waiting list(s), and prior to completing the final eligibility determination.

Applicants on the waiting list(s) who will be selected in the near future will be sent a preference verification and eligibility appointment letter (see Chapter on Tenant Selection and Assignment



Plan). The letter will request the applicant to call to make an appointment for an application interview and request the applicant to bring all documents which verify all factors to be verified. Factors to be verified will be listed in the letter.

These documents will be used for verification only if third party verification cannot be obtained.

After the preference is verified, when the PHA is ready to select applicants, the PHA will send the applicant a letter notifying him/her of an appointment. Applicants will be required to:

Complete a Personal Declaration Form prior to the full application interview.

Complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability. Applicant will then be interviewed by PHA staff to review the information on the full application form.

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

The full application will be completed when the applicant attends the interview.

### **Requirement to Attend Interview**

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

**All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.**

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 5 working days to review the information and to certify by signature that all of the information is complete and accurate.

It is the applicant's responsibility to reschedule the interview if s/he misses the appointment. If the applicant does not reschedule or misses two scheduled meeting(s), the PHA will reject the application.

If an applicant fails to appear for a pre-scheduled appointment, the PHA will automatically schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied.

If an applicant fails to appear for their interview without 24 hour prior approval of the PHA, their application will be denied unless they can provide acceptable documentation to the PHA that an emergency prevented them from calling.

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

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

All adult members, and head of household and spouse regardless of age, must sign form HUD-9886, "Release of Information," the declarations and consents related to citizenship/immigration status and any other documents required by the PHA. Applicants will be required to sign specific verification forms for information that is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and releases as required by the PHA.

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

If the PHA determines at or after the interview that additional information or document(s) are needed, the PHA will request the document(s) or information in writing. The family will be given 10 working days to supply the information unless the verification required is from out of state or country, then 30 days will be allowed.

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

After application is Denied, applicant must wait one (1) year from date of denial to re-apply. This excludes applications that are Withdrawn due to being incomplete.

## **E. PROCESSING APPLICATIONS**

As families approach the top of the applicable waiting list(s), the following items will be verified to determine qualification for admission to the PHA's housing:

- Preference verification
- Family composition and type (elderly/non elderly)
- Annual Income
- Assets and Asset Income
- Deductions from Annual Income
- Social Security Numbers of all family members
- Information used in applicant screening
- Citizenship or eligible immigration status

Criminal History Report

Approved Social Services Contract of applicant if applicable for Project Based Voucher Supportive Services Housing.

**F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

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

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

Prior to housing an applicant, the Managers and/or Coordinators will check the CT Judicial website to verify recent evictions and arrests/convictions as well as the Sex Offender's registry. Final eligibility will be determined using this information.

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

Any time after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within 10 days of the change. If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for informal hearing.

## **Chapter 4**

### **TENANT SELECTION AND ASSIGNMENT PLAN**

(Includes Preferences and Managing PHA Waiting list(s))

[24 CFR Parts 960.203, 960.204, 960.205, 960.206, 983]

### **INTRODUCTION**

It is the PHA's policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide waiting list(s), except in the case of any applicants to a Project-Based Voucher (PBV) rent assisted property. For PBV projects (once developed), a separate waiting list(s) will be formed and existing Public Housing and portable HCV voucher applicants notified

Applicants to both the general and any PBV waiting list(s) to be established will be received and logged in sequence based upon:

Date and time the application is received,

The size and type of unit they require,

Preferences

Victims of Domestic Violence (HUD Requirement) (11 points)

Homeless (10 point)

Non-elderly Disabled (6 points)

Resident who lives or works in the jurisdiction (5 points)

Elderly (5 points)

Involuntary Displacement through no fault of their own (3 points)

Those enrolled currently in educational, training, or upward mobility programs, Adult Student (3 points)

Overcrowding (2 points)

U. S. Citizen or Households with Eligible Status (1 point)

Targeting/ Deconcentration (1 point)

Veterans (1 point)

Preferences for the State Properties see State Housing Program Tenant Selection Plan

In filling an actual or expected vacancy, the PHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of accomplishing deconcentration of poverty and income-mixing objectives. The PHA will offer the unit until it is accepted. This Chapter describes the PHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list(s).

### **PHA's Objectives**

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

It is the PHA's objective to ensure that families are placed in the proper order on the waiting

list(s) so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of PHA waiting list(s).

When appropriate units are available, families will be selected from the applicable waiting list(s) in their preference-determined sequence.

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

#### **A. MANAGEMENT OF THE WAITING LIST(S)**

The PHA will administer its waiting list(s) as required by 24 CFR Part 5, Part 945 and Part 960, Subparts A and B in regard to its Public Housing and portable Housing Choice Voucher programs. Management of any future Project Based Voucher (PBV) waiting list, however, will have slightly different waiting list management procedures. These PBV waiting list procedures are instead covered in Chapter 22 of the Section 8 Administrative Plan. Otherwise, all other PHA waiting lists will be maintained in accordance with the following guidelines:

The application will be a permanent file.

All applicants in the pool will be maintained in order of preference and in order of date and time of application receipt.

Applications equal in preference will be maintained by date and time sequence.

All applicants must meet applicable income eligibility requirements as established by HUD.

#### **Opening and Closing the Waiting list(s)**

The PHA, at its discretion, may restrict application intake, suspend application intake, and close waiting list(s) in whole or in part.

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

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

Hartford Courant, Portland Press, Hartford Inquirer, Portland Community Organization, Wheeler Clinic, Town Social Services, Shelters, Portland Housing Authority administrative offices.

To reach persons with disabilities, the PHA will provide separate notice to local organizations representing the interests and needs of the disabled. This will include notice to the following organizations:

Town Commissioner for Disabled, Town Social Services, New Horizons, Commission for Persons with Disabilities.

The notice will contain:

The dates, times, and the locations where families may apply.

The programs for which applications will be taken.

A brief description of the program.

A statement that Section 8 participants must submit a separate application if they want to apply for Public Housing.

Limitations, if any, on who may apply.

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

Upon request from a person with a disability, additional time will be given as accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

### **When Application Taking is Suspended**

The PHA may suspend the acceptance of applications to any of its waiting lists if there are enough Local Preference Holders to fill anticipated openings for the next 12 months.

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

During the period when the waiting list(s) is closed, the PHA will not maintain a list of individuals who wish to be notified when the waiting list(s) are open.

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

The open period shall be long enough to achieve waiting list(s) adequate to cover projected turnover over the next 12 months. The PHA will give at least 15 of days notice prior to closing the list. When the period for accepting applications is over, the PHA will add the new applicants to the list(s) by:

Separating the new applicants into groups based on preferences and unit size and ranking applicants within each group by date and time of application.

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

The PHA will update the waiting list(s) monthly by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail or telephone. At the time of initial intake, the PHA will advise families of their responsibility to notify the PHA when mailing address or telephone numbers change.

### **Reopening the List**

If the waiting list(s) are closed and the PHA decides to open the waiting list(s), the PHA will publicly announce the opening.

Any reopening of the list(s) will be done in accordance with the HUD requirements.

### **Limits on Who May Apply**

When the waiting list(s) are open,

Any family asking to be placed on the waiting list(s) for Public Housing rental assistance will be given the opportunity to complete [a pre-application/an application].

When the application is submitted to the PHA:

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

### **Multiple Families in Same Household**

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

## **B. WAITING LIST(S) PREFERENCES**

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list(s). Every applicant must meet the PHA's Selection Criteria as defined in this policy.

The PHA's preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, and further deconcentration of poverty in public housing. When such matching is required or permitted by current law, the PHA will give preference to qualified families.

Families who reach the top of the waiting list(s) will be contacted by the PHA to verify their preference and, if verified, the PHA will complete a full application for occupancy. Applicants must complete the application for occupancy and continue through the application processing and may not retain their place on the waiting list(s) if they refuse to complete their processing when contacted by the PHA.

Among applicants with equal preference status, the waiting list(s) will be organized by date and time.

### **Local Preferences**

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ACOP  
March 2017-2021

Preferences will be used to select among applicants on the waiting list(s). A public hearing and public notice with opportunity for public comment will be held before the PHA adopts any local preference.

The hearing will be publicized using the same guidelines as those for opening and closing the waiting list(s).

The PHA uses the following Preferences:

(Preferences for the State Properties see **State Housing Program Tenant Selection Plan**)

Date and time of receipt of a completed pre-application.

VAWA for families or individuals that are Victims of Domestic Violence where the most recent incident of abuse occurred no more than 30 calendar days before the date the applicant begins the application process.

Homeless

Non-Elderly Disabled

Residency preference: for families who live or work in the jurisdiction.

Elderly: 62 and over

Involuntary Displacement are applicants who have been involuntarily displaced and are not living in standard, permanent replacement housing, or will be involuntarily displaced within no more than six months from the date of verification by PHA.

Adult Student: Those enrolled currently in educational, training or upward mobility program.

Overcrowding: a situation ” a situation when a family is living in a unit too small for their “family size” according to the regulations of the specific program (State or Federal).

Families with Incomes Needed to Achieve De-concentration of Poverty and Income-Mixing: for families with incomes needed to achieve de-concentration of poverty and income-mixing goals.

Veterans

### **Treatment of Single Applicants**

Single applicants will be treated as any other eligible family on the PHA waiting list(s).

### **Involuntary Displacement Preference**

1. Displacement by non-suitability of the unit when a member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit and the owner is not legally obligated to make changes to the unit

Critical elements are



entry and egress of unit and building,

a sleeping area,

a full bathroom,

a kitchen if the person with a disability must do their own food preparation,

2. Due to HUD disposition of a multifamily project under Section 203 of the Housing and Community Development Amendments Act of 1978.

An applicant who is a "Homeless Family" is considered to be living in substandard housing. "Homeless Families":

Lack of a fixed, regular and adequate nighttime residence; AND

Have a primary nighttime residence that is a supervised public or private shelter providing temporary accommodations (including welfare hotels, congregate shelters and transitional housing), or an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not ordinarily used as a sleeping accommodation for human beings.

Homeless families may not maintain their place on the waiting list(s) while completing a transitional housing program.

Families who are residing with friends or relatives on a temporary basis will not be included in the definition of "substandard."

Persons who reside as part of a family unit shall not be considered a separate household.

The Portland Housing Authority defines "Homeless" as a family/individual that can be staying in a shelter, with friends or family. Please also note that the homeless family/individual are not or must not be entitled to be living where they are currently staying to be considered homeless (i.e. they are not in the lease of their friends or family).

In this case a homeless family/individual must not be given the two preferences of Homeless and Overcrowded.

If a homeless applicant refuses a unit, they lose the homeless preference points on their application.

#### ORDER OF SELECTION FOR GENERAL OCCUPANCY (FAMILY) DEVELOPMENTS

The PHA has established the following local admissions preferences for general occupancy in federal developments, for State developments see State Housing Program Tenant Selection Plan:

Date and time of receipt of a completed pre-application, resident who lives or works in the jurisdictions, elderly, involuntary displacement through no fault of their own, overcrowding, and income targeting/ deconcentration.

The PHA has established the following system to apply preferences:

1. Local preferences will be aggregated using the following system:

Each preference is assigned points as listed below. The more preference points an applicant has, the higher the applicant's place on the waiting list(s).

Victims of Domestic Violence (HUD Requirement) (11 point)

Homeless (10 point)

Non-elderly Disabled (6 points)

Resident who lives or works in the jurisdiction (5 points)

Elderly (5 points)

Involuntary Displacement through no fault of their own (3 points)

Those enrolled currently in educational, training or upward mobility programs (Adult Student) (3 points)

Overcrowding (2 points)

U. S. Citizen and Households with Eligible Status (1 point)

Targeting/ Deconcentration (1 point)

Veterans (1 point)

**C. VERIFICATION OF PREFERENCE QUALIFICATION**

The family may be placed on the waiting list(s) upon their certification that they qualify for a preference. When the family is selected from the waiting list(s) for the final determination of eligibility, the preference will be verified.

The PHA will verify all preference claims at the time they are made.

The PHA will re-verify a preference claim, if the PHA feels the family's circumstances have changed, at time of selection from the waiting list(s).

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

If at the time the family applied, the preference claim was the only reason for placement of the family on the waiting list(s) and the family cannot verify their eligibility for the preference as of the date of application, the family will be removed from the list.

When the PHA anticipates that the family will be notified in the near future to complete a full application, the family will be sent a Preference Verification letter to the applicant's last known address, requesting verification of the family's preference. The PHA will verify the preference before the applicant's interview is conducted.

### **Change in Circumstances**

Changes in an applicant's circumstances while on the waiting list(s) may affect the family's entitlement to a preference. Applicants are required to notify the PHA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list(s) in the proper order of their newly-claimed preference.

#### **D. PREFERENCE DENIAL**

If the PHA denies a preference, the applicant will be placed on the waiting list(s) without benefit of the preference.

The PHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting. The applicant will have 10 working days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list(s) without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

Any applicant who falsifies documents or makes false statements in order to qualify for any preference will be removed from the waiting list(s) with notification to the family.

#### **E. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS**

Before applying its preference system, the PHA will first match the characteristics of the available unit to the applicants available on the waiting list(s). Factors such as unit size, accessible features, deconcentration or income mixing, income targeting, units in housing designated for the elderly, or project-based voucher units, limit the admission of families to those characteristics that match the features and program requirements of the vacant unit available.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list(s) may receive an offer of housing ahead of families with an earlier date and time of application.

The PHA's Deconcentration Policy, as described in the PHA Plan, may include skipping of families on the waiting list(s) in order to bring families above the established income range into developments below the established income range, and to bring families below the established income range into developments above the established income range.

Any admission mandated by court order related to desegregation or Fair Housing and Equal Opportunity will take precedence over the Preference System. Other admissions required by court order will also take precedence over the preference system. If permitted by the court order, the PHA may offer the family a housing voucher.

## **F. INCOME TARGETING**

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

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

The PHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRRA by admitting less than 40 percent of "extremely low income families" to public housing in a fiscal year, to the extent that admissions of extremely low income families to the PHA's voucher program during a PHA fiscal year exceeds the 75 percent minimum targeting requirement for the PHA's Section 8 Voucher Program. This fungibility provision discretion by the PHA is also reflected in the PHA's Administrative Plan.

The fungibility credits will be used to drop the annual requirement below 40 percent of admissions to public housing for extremely low income families by the lowest of the following amounts:

The number of units equal to 10 percent of the number of newly available vouchers in the fiscal year; or

The number of public housing units that 1) are in public housing projects located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

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

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

### **Low Income Family Admissions**

The PHA will admit only families whose incomes do not exceed 80% of the HUD approved area median income.

## **G. DECONCENTRATION OF POVERTY AND INCOME-MIXING**

The PHA's admission policy is designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects.

Nothing in the deconcentration policy relieves the PHA of the obligation to meet the income targeting requirement.

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

### **Deconcentration and Income-Mixing Goals**

The PHA's deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely low-income families", will be to admit families above the PHA's Established Income Range (EIR) to developments below the EIR, and families below the PHA's EIR to developments above the EIR.

Deconcentration applies to transfer families as well as applicant families.

### **Deconcentration Applicability**

The PHA has covered developments (general occupancy, family developments) subject to the deconcentration requirement. These covered developments are described in the PHA Plan.

### **Project Designation Methodology**

Annually, the PHA will determine on an annual basis the average income of all families residing in general occupancy developments

The PHA will then determine the average income of all families residing in each general occupancy development.

The PHA will then determine whether each general occupancy development falls above, within or below the Established Income Range (EIR).

The EIR is 85 percent to 115 percent (inclusive of 85 percent and 115 percent) of the PHA-wide average income for general occupancy developments.

The PHA will then determine whether or not developments outside the EIR are consistent with local goals and strategies in the PHA Plan. Any deconcentration policy as needed is described in the PHA Plan.

### **Deconcentration Policy**

If, at annual review, there are found to be development(s) with average income above or below the EIR, and where the income profile for a general occupancy development above or below the EIR is not explained or justified in the PHA Plan, the PHA shall list these covered developments in the PHA Annual Plan.

The PHA shall adhere to the following policies for deconcentration of poverty and income mixing in applicable developments.

Skipping a family on the waiting list(s) [or transfer list] to reach another family in an effort to further the goals of the PHA's deconcentration policy:

If a unit becomes available at a development below the EIR, the first eligible family on the waiting list(s) [or transfer list] with income above the EIR will be offered the unit. If that family refuses the unit, the next eligible family on the waiting list(s) [or transfer list]

with income above the EIR will be offered the unit. The process will continue in this order. For the available unit at the development below the EIR, if there is no family on the waiting list(s) [or transfer list] with income above the EIR, or no family with income above the EIR accepts the offer, then the unit will be offered to the first eligible family on the waiting list(s) [or transfer list] in preference order regardless of income.

If a unit becomes available at a development above the EIR, the first eligible family on the waiting list(s) [or transfer list] with income below the EIR will be offered the unit. If that family refuses the unit, the next eligible family on the waiting list(s) [or transfer list] with income below the EIR will be offered the unit. The process will continue in this order. For the available unit at the development above the EIR, if there is no family on the waiting list(s) [or transfer list] with income below the EIR, or no family with income below the EIR accepts the offer, then the unit will be offered to the first eligible family on the waiting list(s) [or transfer list] in preference order regardless of income.

Skipping of families for deconcentration purposes will be applied uniformly to all families.

Whenever there is a rehabilitated unit available (not applicable to PBV units), PHA will first accommodate its residents in need of a unit transfer who are under housed, over housed, and/or for reasonable accommodations. These residents must be in good standing with the PHA (Credit and Unit Inspections) to be eligible for a transfer, with the exception of emergency and medical transfers. If there are no residents eligible for a transfer, PHA will then proceed to find higher income families from our Public Housing waiting list(s).

Higher income families will not make more than the income limits for this program but not less than the very low income limit.

A family has the sole discretion whether to accept an offer of a unit made under the PHA's deconcentration policy. The PHA shall not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under the PHA's deconcentration policy. However, the PHA shall uniformly limit the number of offers received by applicants [and transfer families], described in this Chapter.

The PHA shall establish a preference for admission of working families in covered developments below the EIR.

The PHA shall target investment and capital improvements toward covered developments below the EIR to encourage applicant families whose income is above the EIR to accept units in those developments. These incentives are described in the PHA Plan.

### Deconcentration Compliance

If, at annual review, the average incomes at all general occupancy developments are within the Established Income Range, the PHA will be considered to be in compliance with the deconcentration requirement.

## **H. PROMOTION OF INTEGRATION**

Beyond the basic requirement of nondiscrimination, PHA shall affirmatively further fair housing

to reduce racial and national origin concentrations.

The PHA shall not require any specific income or racial quotas for any development or developments.

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

#### **I. REMOVAL FROM WAITING LIST(S) AND PURGING**

The PHA will update the waiting list(s) monthly by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail or telephone. At the time of initial intake, the PHA will advise families of their responsibility to notify the PHA when mailing address or telephone numbers change.

If an applicant fails to respond within 15 working days s/he will be removed from the applicable waiting list(s). If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list(s) for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply within the proscribed period.

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

The PHA allows a grace period of 15 working days after completion of the purge. Applicants who respond during this grace period will be reinstated.

The PHA will give written notification to all applicants who fail to respond at the required times. If they fail to respond to this notification, they will be removed from the waiting list(s).

Applicants are notified with confirmation of the PHA's receipt of their application that they are responsible for notifying the PHA within 15 working days, if they have a change of address.

#### **J. OFFER OF ACCESSIBLE UNITS**

The PHA has units designed for persons with mobility, impairments, referred to as accessible units. The PHA will make accommodation if a request is from an applicant who has either sight or hearing impairments.

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

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

First, to a current occupant of another unit of the same development, or other public housing developments under the PHA's control, who has a disability that requires the special features of the vacant unit.

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

When offering an accessible/adaptable unit to a non-disabled applicant, the PHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

The PHA will make modifications to the unit in keeping with the Section 504 Transition Plan as the need arises and until the agency determines that an adequate number of units have been rehabilitated in numbers sufficient to evidence compliance with the Plan. After such point in time, the PHA may approve the family's plan to make physical modifications at the family's expense and consistent with the terms of the Authority's 504 Plan as it relates to tenant modifications.

#### **K. PLAN FOR UNIT OFFERS**

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

The PHA will determine how many locations within its jurisdiction have available units of suitable size and type in the appropriate type of project. If a suitable unit is available in:

#### **For Federal and State Elderly/Young Disabled and Federal Family**

Three or more locations: The applicant will be offered a unit in the location with the highest number of vacancies for which they meet the unit's program requirements. If the offer is rejected, the applicant will be offered a suitable unit in the location with the second highest number of vacancies. If that unit is rejected, the applicant will be placed at the bottom of the waiting list(s) and the application date will change to current date. If applicant refuses a third unit after being placed at the bottom of the waiting list(s), then the applicant will be removed from the waiting list(s). The applicant must wait 12 months before applying for public housing program.

Two locations: The applicant must be offered a suitable unit in the location with the higher number of vacancies. If the offer is rejected, a final offer will be made at the next available unit at either location. . If that unit is rejected, the applicant placed at the bottom of the waiting list(s) and the application date will change to current date. If applicant refuses a third unit after being placed at the bottom of the waiting list(s), then the applicant will be removed from the waiting list(s). The applicant must wait 12 months before applying for public housing program.

#### **For Family/Federal**

The applicant must be offered a suitable unit in the location with the higher number of vacancies. If the offer is rejected, a final offer will be made at the next available unit



at either location. . If that unit is rejected, the applicant placed at the bottom of the waiting list and the application date will change to current date. If applicant refuses a third unit after being placed at the bottom of the waiting list, then the applicant will be removed from the waiting list. The applicant must wait 12 months before applying for public housing program.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

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

**L. CHANGES PRIOR TO UNIT OFFER**

Changes that occur during the period between removal from the waiting list(s) and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable (See Chapter on Complaints, Grievances, and Appeals)

**M. APPLICANT STATUS AFTER FINAL UNIT OFFER**

When an applicant rejects the final unit offer the PHA will:

- Remove the applicant's name from the waiting list(s).

Removal from the waiting list(s) means:

The applicant must wait 12 months before reapplying for the public housing program.

**N. TIME-LIMIT FOR ACCEPTANCE OF UNIT**

Applicants must accept a unit offer within 5 working days of the date the offer is made. If unable to contact an applicant by telephone, the PHA will send a letter.

**Applicants Unable to Take Occupancy**

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "*good cause*," the applicant will not be removed from the waiting list(s).

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

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

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

Presence of lead paint in the unit offered when the applicant has children under the age

specified by current law;

The family demonstrates to the PHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.

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

The unit is inappropriate for the applicant's disabilities.

### **Applicants With a Change in Family Size or Status**

Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. The PHA shall not lease a unit to a family whose occupancy will overcrowd or underutilized the unit.

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

### **O. REFUSAL OF OFFER**

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

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

## Chapter 5

### OCCUPANCY GUIDELINES

#### INTRODUCTION

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

#### **A. DETERMINING UNIT SIZE**

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

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

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

One bedroom will generally be assigned for every two family members. The PHA will consider factors such as family characteristics including sex, age, or relationship, the number of bedrooms and size of sleeping areas or bedrooms and the overall size of the dwelling unit. Consideration will also be given for medical reasons and the presence of a live-in aide.

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

- ◆ Adults of different generations, persons of the opposite sex (other than spouses), and unrelated adults will not be required to share a bedroom.
- ◆ Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under 6).
- ◆ Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.
- ◆ Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.
- ◆ Space may be provided for a child who is away at school but who lives with the family during school recesses.
- ◆ Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.

Single-person families shall be allocated either an efficiency or one bedroom, as available.

The living room will not be used as a bedroom except for purposes of reasonable accommodation.

### **GUIDELINES FOR DETERMINING BEDROOM SIZE**

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	8	10
6 Bedrooms	10	12

### **B. EXCEPTIONS TO OCCUPANCY STANDARDS**

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

Applicants may request to be placed on the waiting list(s) for a unit size smaller than designated by the occupancy guidelines, as long as the unit is not overcrowded according to local codes. The family must agree not to request a transfer until their family composition changes / they have occupied the unit for 1 year.

At the PHA's discretion the family may be offered a unit smaller than the preferred unit size, based on the PHA's occupancy standards, if in doing so the family has an opportunity to be housed earlier, or live in a preferred project.

For a three-person family that includes two adults and an infant, the PHA may allow the family to lease a one-bedroom unit in a desired general occupancy project.

However, the PHA will not lease a one-bedroom unit to a three-person family that includes two adults and an adolescent or teenager.

In cases such as those above, a family that voluntarily accepts a unit that is smaller than what the family is eligible for will be required to sign a statement stating that unless there is an increase in family size the family agrees that they are not eligible for transfer to a larger unit for at least 1 year.

The PHA may offer a family a unit that is larger than required by the PHA's occupancy standards, if the waiting list(s) is short of families large enough to fill the vacancy.

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

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

### **Person with Disability**

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

### **Other Circumstances**

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

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a doctor.

Requests based on health related reasons must be verified by a knowledgeable licensed professional or social service professional.

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

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

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

### **C. INCENTIVES TO ATTRACT HIGHER INCOME FAMILIES TO LOWER INCOME DEVELOPMENTS**

See Chapter on Tenant Selection and Assignment.

In order to attract higher income families to lower income developments, the following specialized occupancy standards will be applied to families above the Established Income Range willing to move into developments below the Established Income Range, as described in the PHA Plan:

PHA will allow one child per bedroom for every child over the age of 14.

Whenever there is a rehab unit available, PHA will first accommodate its residents in need of a unit transfer who are under housed, over housed, and/or for reasonable accommodations. These residents must be in good standing with the PHA (Credit and Unit

Inspections) to be eligible for a transfer, with the exception of emergency and medical transfers. If there are no residents eligible for a transfer, PHA will then proceed to find higher income families from our Public Housing waiting list(s).

Higher income families will not make more than the income limits for this program but not less than the very low income limit.

#### **D. ACCESSIBLE UNITS**

The PHA has units designed for persons with mobility impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs.

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

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

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

#### **E. FAMILY MOVES**

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

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

See chapter on Re-certifications for changes in unit size for tenants.

## Chapter 6

### DETERMINATION OF TOTAL TENANT PAYMENT

[24 CFR 5.609, 5.611, 5.613, 5.615, 5.628, 5.630]

#### **INTRODUCTION**

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

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

#### **A. MINIMUM RENT**

The minimum rent for this PHA is \$50.00. The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The Total Tenant Payment is the greater of:

30% of the adjusted monthly income

10% of the monthly income

The Minimum rent as established by the PHA

The Total Tenant Payment does not include charges for excess utility consumption or other charges.

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

#### **PHA Procedures for Notification to Families of Hardship Exemptions**

The PHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exemption under the law.

The PHA will notify all families at the annual recertification appointment of their right to

request a minimum rent hardship exemption.

The PHA will notify all families at time of lease-up of their right to request a minimum rent hardship exemption.

The Public Housing Coordinator will document in the family's file that the family has been notified of their right to request a minimum rent hardship exemption.

The PHA notification will advise the family that hardship exemption determinations are subject to PHA grievance procedures.

The PHA will review all tenant requests for exemption from the minimum rent due to financial hardships.

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

Requests for minimum rent exemption will be accepted by the PHA from the family in writing.

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

### **Exemptions to Minimum Rent**

The PHA will immediately grant the minimum rent exemption to all families who request it.

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

Covered by statute.

Temporary or long term

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

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

### **HUD Criteria for Hardship Exemption**

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

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

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

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



Loss of employment

Death in the family

Other circumstances as determined by the PHA, HUD, State DECD or CHFA.

### **PHA Policy Regarding Hardship Exemption**

For purposes of providing the hardship exemption to minimum rent in a fair and consistent manner, the PHA has established policy regarding the above-mentioned HUD criteria.

"Loss of employment" is

defined as being laid off or terminated through no fault of the employee. Loss of employment does not, for the purposes of exemption to minimum rent, include voluntarily quitting employment.

"Death in the Family." The family, for the purposes of exemption to minimum rent, includes any family member on the public housing.

### **Financial Hardship Exemption Only Applies to Waiving the Minimum TTP**

The financial hardship exemption only applies to the payment of minimum rent (minimum TTP). The exemption does not apply to the other elements used to calculate the Total Tenant Payment. When the family is granted the financial hardship exemption, the family's TTP shall be the greater of:

30 percent of monthly adjusted income

10 percent of monthly income

### **Temporary Hardship**

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

### **Repayment Agreements for Temporary Hardship**

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

If the family owes the PHA money for rent arrears incurred during the minimum rent period, the PHA will calculate the total amount owed and divide it by 6 to arrive at a reasonable payment increment that will be added to the family's regular monthly rent payment. The family will be required to pay the increased amount until the arrears are paid in full.

The PHA will not enter into a repayment agreement that will take more than 6 months to pay off.

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

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

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

### **Retroactive Determination**

The PHA will reimburse the family for the minimum rent charges that took effect after October 21, 1998 that qualified for one of the mandatory exemptions.

If the family is owed a retroactive payment, the PHA will offset the family's future rent payments by the amount in which the PHA owes the family.

The PHA will not provide a cash refund for amounts owed to the family which are less than \$50.00.

## **B. INCOME AND ALLOWANCES**

**Income:** The types of money that are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented. (See Income Inclusions and Income Exclusions in the Glossary of Terms of this policy.)

**Annual Income** is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 960.201)

**Adjusted Income** is defined as the Annual income minus any HUD allowable deductions.

The PHA offers the following permissive deductions to annual income in order to promote economic self-sufficiency, to the extent these amounts have not already been deducted from annual income or reimbursed to the family from other sources:

Premiums for health insurance.

### **Allowable Deductions**

HUD has five allowable deductions from Annual Income:

1. Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

2. "Elderly" allowance: \$400 per household for families whose head or spouse is 62 or over or disabled.
3. Allowable medical expenses for all family members are deducted for elderly and disabled families.
4. Childcare expenses for children under 13 are deducted when child care is necessary to allow an adult family member to work, actively seek work, or attend school (including vocational training).
5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

**C. TRAINING INCOME EXCLUSIONS [24 CFR 5.609(c)]**

The PHA believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.

The PHA will share information regarding new policies governing training income derived from qualifying employment training programs with applicants, participants and local social service providers. The PHA's objective is to encourage families to move toward self-sufficiency by excluding from their annual income certain amounts earned through participation in various qualifying training programs. These training programs are aimed at offering the resident gainful employment skills. The exclusion of training income, in the calculation of annual income, is meant to be an incentive. It is the PHA's hope that welfare agencies will adopt or modify their programs so that welfare recipients living in Public Housing will receive the maximum benefits from these income exclusions.

In order to be eligible for the exclusion the resident must actually receive training under the provisions of the program. For purposes of this exclusion, it is not enough for the resident to merely be enrolled.

There are two types of training programs that are eligible for one or more types of income exclusion.

**1. Training Income Exclusions in Accordance with 24 CFR 5.609(c)(8)(v)**

The first type of training program is in accordance with 24 CFR 5.609 (c) (8)(v) and has features that allow the training income of assisted housing residents to be excluded only while the resident is actively enrolled in the training program.

A training program qualifying under 24 CFR 5.609 (c)(8)(v) is defined as one with goals and objectives designed to lead to a higher level of proficiency, and one which enhances the individual's ability to obtain employment. The training program may have performance standards to measure proficiency. Training may include, but is not limited to:

Classroom training in a specific occupational skill;

On-the-job training with wages subsidized by the program, or  
Basic education.

For this purpose Annual Income does not include the following:

Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs.

**2. Training Income Exclusions prior to September 30, 1999**

This training program is specific to public housing residents only and the regulation requires it to include specific features. This training program offers public housing residents the exclusion of incremental income while in the training program and for 18 months following the start of their first job.

The PHA will determine that this training program has all five components required by HUD. It must:

- be a program providing employment training and supportive services;
- be authorized by a Federal, State or local law;
- be funded by the Federal, State or local government;
- be operated or administered by a public agency; and
- have as its objective to assist participants in acquiring employment skills.

A qualifying job-training program may be one that is established by the government but implemented by a private company for and on behalf of the government.

In addition, to qualify as a 5.609 (c)(13) program, the employment training program must offer the resident at least one of the following supportive services:

- child care;
- transportation;
- personal welfare counseling (family/parental development counseling, parenting skills training for adult and teenage parents, substance/alcohol abuse treatment and counseling, self-development counseling);
- health care services (including outreach and referrals);
- youth leadership skills; youth mentoring.

For purposes of the 5.609 (c) (13) exclusion and public housing particularly, Annual Income does not include the following:

Incremental earnings and benefits resulting to any family member from participation in a program providing employment training and supportive services in accordance with the Family Support Act or any comparable Federal, State, or local law during the exclusion period.

## **Exclusion Period**

The exclusion period is defined as the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program, provided the training program is not funded by public housing assistance under the 1937 Housing Act.

Where applicable, the 18-month exclusion period runs continuously from the date the first job begins. If the resident switches to a second job during the 18-month period the exclusion continues.

If the resident has a break in employment during the 18-month exclusion, any other income the person has during the break will be counted.

A person admitted into public housing after the completion of a qualifying employment training program, and who began employment while still an applicant and before coming into public housing, is entitled to the 18-month exclusion beginning with the date he/she became employed until the remainder of the 18 months.

If the family member is terminated from employment with good cause, the exclusion period shall end.

## **Components Applicable to All Training Programs**

In either program (24 CFR 5.609 (c) (8)(v) and (c) (13)) and at all times the income to be excluded is the incremental income only.

"Incremental income" is defined by HUD as the increase between the total amount of welfare and earnings of a family member *prior* to enrollment in the training program and welfare and earnings of the family member *after* enrollment in the training program.

All other amounts, (such as child support and alimony), are treated in the usual manner in determining annual income. Child support, or other income that is not *earnings or benefits*, is not a factor and will not be considered in regard to training income exclusions, regardless of whether they have increased or decreased.

## **Who is Eligible for the Exclusion**

Any member of the resident's family is eligible for the exclusion, provided the individual is enrolled in the qualifying employment training program.

If a family has members who enroll in training programs at different times, the exclusion may be taken at different periods. The rules will be applied individually to each member based on which type of program they are enrolled in.

## **Verification**

Upon verification, residents who are actively enrolled in a qualifying training program will have the incremental income from the training program excluded from their annual income.

## **Employment Before Completion of Training Program**

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ACOP  
March 2017-2021

A resident who has substantially completed a training program in order to accept a job offer will be eligible for the 18-month exclusion of income.

"Substantial completion" of a training program will be completion of 75% of the program.

If a resident has completed that portion of the training program necessary to get a job and continues simultaneously with the training program, the 18-month exclusion period will begin on the date the resident started the new job, not the date they complete the training program.

The resident is not required to get a job that is directly related to the training program to be eligible for the exclusion.

### **Other Factors to Be Considered**

The 18-month exclusion also applies to residents with an FSS escrow account. A decrease in attributable income may mean that the FSS escrow account deposits would be decreased or eliminated for a period of time.

For self-employed residents, the PHA will exclude only the net income of a resident when factoring the earnings.

If a resident has no income the day they enter a training program, but has a history of employment in the past, the PHA will review the resident's wages for the past 18 months and average the income. That averaged income will become the resident's base amount for determining incremental earnings. Exception: If the resident has no income and enrolls in a welfare program which requires participants to be enrolled in a job training program, the base pay for that resident will be zero.

If more than twelve months go by before the resident starts their first job, the earnings from that job will be counted in full.

The resident is required to notify the PHA within ten working days of enrolling in a qualifying training program.

Residents who have a decrease in income as a result of enrolling in a training program may request an interim examination. The PHA will determine the decrease in incremental income as a result of the training program and adjust the resident's rent accordingly.

Residents who do not notify the PHA within ten working days of starting a training program, and have a decrease in income, will not have their rent adjusted retroactively.

### **D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS**

The annual income for qualified families may not be increased as a result of increases in earned income beginning on the date on which the increase in earned income begins and continuing for a consecutive 12-month period. After the family receives 12 consecutive months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.

A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing project, is paying income-based rent; and

1. Whose annual income increases as a result of employment of a family member who was previously unemployed for one or more years prior to employment;
2. Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
3. Whose annual income increases, as a result of new employment or increased earnings of a family member during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least \$500.

The HUD definition of “previously unemployed” includes a person who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

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

Amounts to be excluded are any earned income increases of a family member during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member. The incremental increase in income is calculated by comparing the amount of the family member’s income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

### **Initial Twelve-Month Exclusion:**

During the consecutive 2-month period beginning on the date a member of a qualified family is first employed or the family member first experiences an increase in employment income, the PHA will exclude from annual income any increase in income of the family member as a result of employment over the prior income of that family member.

### **Second Twelve-Month Exclusion:**

During the second consecutive 12-month period after the expiration of the initial 12-month period referred to above, the PHA must exclude from annual income of a qualified family 50 percent of any increase in income of a family member as a result of employment over income of that family member prior to the beginning of such employment.

**Maximum Two -Year Disallowance:**

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

For qualified families prior to May 9, 2016, if the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 24-month period and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month full exclusion and the second 12-month exclusion).

Beginning May 9, 2016, the timeframe for eligibility has been reduced to a maximum 24 consecutive months.

**Applicability to 18-month Training Income Exclusions [formerly found in 24 CFR 5.609(c)(13)]:**

If a tenant meets the criteria for the mandatory earned income disallowance as outlined in 24 CFR 960.255, the PHA shall not deny a tenant the disallowance based on receipt of the earlier 18-month exclusion.

**Applicability to Child Care and Disability Assistance Expense Deductions:**

The amount deducted for child care and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the full exclusions from income shall not be used in determining the cap for child care and disability assistance expense deductions.

**Tracking the Earned Income Exclusion**

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

Such documentation will include:

Date the increase in earned income was reported by the family

Name of the family member whose earned income increased

Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income

Amount of the increase in earned income (amount to be excluded)



Date the increase in income is first excluded from annual income

Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any)

Date the family member has received a total of 12 months of the initial exclusion

Date the 12-month period began

Date(s) earned income ended and resumed during the second cumulative 12-month period of exclusion (if any)

Date the family member has received a total of 12 months of the exclusion

Ending date of the maximum 24-month disallowance period (24 months from the date of the initial earned income disallowance)

No earned income disallowance will be applied after the twenty-four (24) month period following the initial date the exclusion was applied regardless of whether the family has received the full exclusion for a total of twelve (12) months or the phase-in exclusion for the total of twelve (12) months.

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

### **Inapplicability to Admission**

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

#### **E. INDIVIDUAL SAVINGS ACCOUNTS**

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

#### **F. TRAINING PROGRAMS FUNDED BY HUD**

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

#### **G. WAGES FROM EMPLOYMENT WITH THE PHA OR RESIDENT ORGANIZATION**

Upon employment with the PHA or officially-recognized Resident Organization, the full amount of employment income received by the person is counted. There is no exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

#### **H. AVERAGING INCOME**

When Annual Income cannot be anticipated for a full twelve months because the family reports little or no income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), or PHA believes that past income is the best available indicator of expected future income, the PHA will use past actual income received or earned within the last 12 months of the determination date to calculate annual income. [24 CFR 5.609(d)].

The method used depends on the regularity, source and type of income. Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

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

#### **I. MINIMUM INCOME**

There is no minimum income requirement. Families who report zero income are required to complete a written certification every 6 months and Undergo an interim recertification every 6 months.

Families that report zero income will be required to provide a signed and notarized statement related to information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

The PHA will request State Department of Labor income inquiry for all adult members of families that report zero income.

Where DOL reports show unreported income, the PHA will take action to investigate the possibility of fraud or program abuse.

#### **J. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME**

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

1. Excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member.
2. Excluding the income and deductions of the member if his/her income goes directly to the facility.
3. Calculating the income by using the following methodology and using the income figure which would result in a lower payment by the family:

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

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

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

Any contribution or gift received every month or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter on "Verification Procedures," for further definition.)

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

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

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

If the amount of child support or alimony received is less than the amount awarded by the court, the PHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

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

The PHA receives verification from the agency responsible for enforcement or collection.

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

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

**M. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(4 and 5), (c)(3 and 14)]**

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

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

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

The PHA uses a calculation method which calculates retroactively or prospectively depending on the circumstances.

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

The PHA will calculate retroactively if the receipt was not reported for one recertification.

### **Prospective Calculation Methodology**

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

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

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

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

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

If amortizing the payment over one year will cause the family to pay more than 50% of the family's adjusted income (before the lump sum was added) for Total Tenant Payment, the PHA and family may enter into a Repayment Agreement, with the approval of Executive Director or Director of Public Housing, for the balance of the amount over the 50% calculation. The beginning date for this Repayment Agreement will start as soon as the one year is over.

### **Retroactive Calculation Methodology**

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

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

The family **must pay** this "retroactive" amount to the PHA in a lump sum.

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

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

### **Attorney Fees**

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

## **N. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS**

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

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

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

**O. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE**

The PHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The PHA will count the difference between the market value and the actual payment received in calculating total assets. The difference will be included in calculating total assets for two years.

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

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

**P. CHILD CARE EXPENSES**

Un-reimbursed child care expenses for children under 13 may be deducted from annual income if they enable an adult to work, actively seek work, attend school full time, or attend full-time vocational training.

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

If a tenant is eligible for the earned income disallowance, the amount of deduction for child care expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, the disregarded or excluded amounts cannot be used in determining the cap for the child care expense deduction.

Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered *unable* to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Child care expenses must be reasonable. Reasonable is determined by what the average child care rates are in the PHA's jurisdiction.

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

**Child care to work:** The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

**Child care for school:** The number of hours claimed for child care may not exceed the number of hours the family member is attending school (including two hours travel time to and from school).

**Q. MEDICAL EXPENSES [24 CFR 5.603]**

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

Nonprescription medicines must be prescribed by a doctor or licensed health professional in order to be considered a medical expense.

Acupressure, acupuncture and related herbal medicines will not be considered allowable medical expenses.

Chiropractic services will be considered allowable medical expenses.

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

**Applicability**

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

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter titled "Recertifications.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

**Prorated TTP Calculation for Mixed Families**

Prorated assistance will be calculated as follows

Determine the TTP (Annual income includes income from all family members, including any family member who has not established eligible immigration status.)

Subtract the TTP from the PHA established Flat Rent applicable to the unit. The result is the maximum subsidy for which the family could qualify if all members were eligible (family maximum subsidy)

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

Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status.

The family's rent is the PHA established flat rent minus the amount of eligible subsidy.

When the mixed family TTP is greater than the Flat Rent, the PHA will use the TTP as the mixed family TTP. The PHA subtracts from the mixed family TTP any established utility allowance, and the sum become the mixed family rent.

**S. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

The PHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

fraud; or

failure to participate in an economic self-sufficiency program; or

noncompliance with a work activities requirement

However, the PHA will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment; or

A situation where a family member has not complied with other welfare agency requirements.

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

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

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

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

**Verification Before Denying a Request to Reduce Rent**

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

The welfare agency, at the request of the PHA, will inform the PHA of:

amount and term of specified welfare benefit reduction for the family;  
reason for the reduction; and  
subsequent changes in term or amount of reduction.

### **Cooperation Agreements**

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

The PHA has taken a proactive approach to culminating an effective working relationship between the PHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The PHA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

### **T. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS**

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

When the Utility Allowance exceeds the family's Total Tenant Payment, the PHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant and the utility company.

PHA will make utility reimbursement payments at least quarterly, rather than monthly, if the total quarterly reimbursement payment due to a family is equal to or less than \$45 per quarter. If receiving quarterly reimbursement payments will put a hardship on the family, the family will be allowed to request for a hardship exemption, in accordance with 24 CFR 5.630(b)(2). If a family receives a hardship exemption, then PHA may either reimburse the family on a monthly basis or it may make prospective payments to the family, on a quarterly basis.

### **Resident-Paid Utilities**

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

When the supplier of utilities offers a "budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in the cost of utilities and ensures adequate heat in the winter. If the family is receiving TANF, the PHA will encourage the family to consider a vendor payment plan for rent and utilities.

When a resident makes application for utility service in his/her own name, he or she must



sign a third party notification agreement so that the PHA will be notified if the resident fails to pay the utility bill.

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be admitted to a unit with resident-paid utilities.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

#### **U. EXCESS UTILITY PAYMENTS**

Residents in units where the PHA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

#### **V. FAMILY CHOICE IN RENTS**

##### **Authority for Family to Select**

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

Annual choice: The PHA shall provide for families residing in public housing units to elect annually whether to pay income-based or flat rent.

##### **Allowable Rent Structures**

###### **Flat Rents**

The flat rents are established at no less than 80% of the applicable Fair Market Rent (FMR). It is equal to the estimated rent PHA could promptly lease the public housing unit for after preparation for occupancy. If you elect this method, the Housing Authority does not pay any utility reimbursement.

The PHA's methodology used to establish flat rents is described in the PHA Plan.

The PHA shall review the income of families paying flat rent not less than once every three years. Family composition will be reviewed annually for all families, including those paying flat rent.

###### **Income-Based Rents**

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

30 percent of the family's monthly adjusted income;

10 percent of the family's monthly income; or

### **Switching Rent Determination Methods Because of Hardship Circumstances**

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

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

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

Such other situations as may be determined by the PHA.

All hardship situations will be verified.

Once a family switches to income-based rent due to hardship, the family must wait until the next annual reexamination to elect whether to pay income-based rent or flat rent.

### **Annual Reexamination**

120 days in advance of the annual reexamination, the family will be sent a form from the PHA, on which the family will indicate whether they choose flat rent or income-based rent. The PHA form will state what the flat rent would be, and an estimate, based on current information, of what the family's income-based rent would be.

If the family indicates they choose flat rent, the family will fill out and return a PHA form to certify family composition. This form will be retained in the tenant file.

If the family indicates they choose income-based rent, a reexamination appointment will be scheduled according to PHA policy.

## Chapter 7

### VERIFICATION PROCEDURES

[24 CFR, Part 5, Subpart B; 24 CFR 960.259]

#### INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the PHA. Applicants and program tenants must furnish proof of their statements whenever required by the PHA, and the information they provide must be true and complete. The PHA's verification procedures are designed to meet HUD's requirements and to maintain program integrity. This Chapter explains the PHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The PHA will ensure that proper authorization for release of information is always obtained from the family before making verification inquiries.

#### **A. METHODS OF VERIFICATION AND TIME ALLOWED**

The PHA will verify information through the four methods of verification acceptable to HUD in the following order:

1. **Third-Party Written:** The PHA's first choice is a written third party verification to substantiate claims made by an applicant or resident.
2. **Third-Party Oral:** The PHA may also use telephone verifications.
3. **Review of Documents:** The PHA will review documents, when relevant, to substantiate the claim of an applicant or resident.
4. **Family Certification:** A notarized family certification will be accepted when no other form of verification is available.

If third party verification is not received directly from the source, PHA staff will document the file as to why third party verification was impossible to obtain and another method was used (such as reviewing documents families provide.) (See Chapter on Applying for Admission.)

For applicants, verifications may not be more than 60 days old at the time of a unit offer. For tenants, they are valid for 30 days from date of receipt.

Regardless of these timeframes, Criminal History Reports will be useable as a valid verification for no longer than 30 calendar days.

#### **Third-Party Written Verification**

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

### **Third-Party Oral Verification**

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the PHA will compare the information to any documents provided by the Family. If provided by telephone, the PHA must originate the call.

### **Review of Documents**

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within 60 days, the PHA will utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

The PHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- Printed wage stubs only if third party employer verification is not available.

- Computer printouts from the employer

- Signed letters on company letterhead or if individual it must be notarized and confirmed by telephone.

- Other documents noted in this Chapter as acceptable verification

The PHA will accept faxed documents.

The PHA will accept photocopies but must see original for verification.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the PHA will utilize the third party verification.

State of Connecticut, Department of Labor verification.

### **Self-certification/Self-declaration**

When verification cannot be made by third-party verification or review of documents, families will be required to submit self-certification.

Self certification means a notarized statement, affidavit/certification/statement under penalty of perjury.

## **B. RELEASE OF INFORMATION**

All adults, and head of house and spouse regardless of age, are required to sign HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

In addition, the family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of tenancy because it is a family obligation under tenancy to supply any information requested by the PHA or HUD.

## **C. COMPUTER MATCHING**

For some time, HUD has conducted a computer matching initiative to independently verify resident income. HUD can access income information and compare it to information submitted by PHAs on the 50058 form. HUD can disclose Social Security information to PHAs but is precluded by law from disclosing Federal tax return data to PHAs. If HUD receives information from Federal tax return data indicating a discrepancy in the income reported by the family, HUD will notify the family of the discrepancy. The family is required to disclose this information to the PHA (24 CFR 5.240). HUD's letter to the family will also notify the family that HUD has notified the PHA in writing that the family has been advised to contact the PHA. HUD will send the PHA a list of families who have received "income discrepancy" letters.

When the PHA receives notification from HUD that a family has been sent an "income discrepancy" letter, the PHA will:

Wait 40 days after the date of notification before contacting tenant.

After 40 days following the date of notification, the PHA will contact the tenant by mail asking the family to promptly furnish any letter or other notice by HUD concerning the amount or verification of family income.

The PHA will fully document the contact in the tenant's file, including a copy of the letter to the family and written documentation of any phone call.

When the family provides the required information, the PHA will verify the accuracy of the income information received from the family, review the PHA's interim recertification policy, will identify unreported income, will charge retroactive rent as appropriate, and change the amount of rent or terminate assistance, as appropriate, based on the information.

If the amount of rent owed to the PHA exceeds \$1000 due to tenant fraud, the PHA will seek to terminate assistance.

### **If tenant fails to respond to PHA:**

The PHA will ask HUD to send a second letter.

After an additional 40 days, the PHA will ask HUD to send a third letter.

After an additional 40 days, the PHA will send a letter to the head of household, warning of the consequences if the family fails to contact the PHA within two weeks.

If tenant claims a letter from HUD was not received:

The PHA will ask HUD to send a second letter with a verified address for the tenant.

After 40 days, the PHA will contact the tenant family.

If the tenant family still claims they have not received a letter, the PHA will ask HUD to send a third letter.

After an additional 40 days, the PHA will set up a meeting with the family to complete IRS forms 4506 and 8821.

If the tenant family fails to meet with the PHA or will not sign the IRS forms, the PHA will send a warning letter to the head of household, notifying the family that termination proceedings will begin within one week if the tenant fails to meet with the PHA and/or sign forms.

If tenant does receive a discrepancy letter from HUD:

The PHA will set up a meeting with the family.

If the family fails to attend the meeting, the PHA will reschedule the meeting.

If the family fails to attend the second meeting, the PHA will send a termination warning.

The family must bring the original HUD discrepancy letter to the PHA.

If tenant disagrees with the Federal tax data contained in the HUD discrepancy letter:

The PHA will ask the tenant to provide documented proof that the tax data is incorrect.

If the tenant does not provide documented proof, the PHA will obtain proof to verify the Federal tax data using third party verification.

**D. ITEMS TO BE VERIFIED**

All income not specifically excluded by the regulations.

Zero-income status of household.

Zero income applicants and residents will be required to complete a family expense form at each certification or recertification interview.

Full-time student status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in preceding two years.

Child care expense where it allows an adult family member to be employed, seek employment or to further his/her education.

Total medical expenses of all family members in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow an adult family member to be employed.

### Legal Identity

U.S. citizenship/eligible immigrant status.

Social Security Numbers for all family members 6 years of age or older or certification that a family member does not have a Social Security Number.

Preference status, based upon PHA preferences.

Familial/Marital status when needed for head or spouse definition.

Disability for determination of preferences, allowances or deductions.

## **E. VERIFICATION OF INCOME**

This section defines the methods the PHA will use to verify various types of income.

### **Employment Income**

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Last ten weeks of earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include:

1. Employment verification form completed by the employer.
2. Check stubs or earning statements that indicate the employee's gross pay, frequency of pay or year to date earnings.
3. W-2 forms plus income tax return forms.

4. Self-certification along with income tax returns signed by the family will be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program tenants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the PHA will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

### **Social Security, Pensions, Supplemental Security Income (SSI), Disability Income**

Acceptable methods of verification include:

1. Benefit verification form completed by agency providing the benefits
2. Computer report electronically obtained or in hard copy.
3. Award or benefit notification letters prepared [and signed] by the providing agency.

### **Unemployment Compensation**

Acceptable methods of verification include:

1. Computer report electronically obtained or in hard copy, stating payment dates and amounts
2. Verification form completed by the unemployment compensation agency.
3. Payment Stubs only if third party employer verification is not available.

### **Welfare Payments or General Assistance**

Acceptable methods of verification include:

1. PHA verification form completed by payment provider.
2. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
3. Computer-generated Notice of Action.
4. Computer-generated list of recipients from Welfare Department.



## **Alimony or Child Support Payments**

Acceptable methods of verification include:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules and/or letter from state agency verifying income/payments.
2. If payments are irregular, the family must provide:
  - A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.
  - A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.
  - A welfare Notice of Action showing amounts received by the welfare agency for child support.
  - A written statement from an attorney certifying that a collection or enforcement action has been filed.

## **Net Income from a Business**

In order to verify the net income from a business, the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:
  - Schedule C (Small Business)
  - Schedule E (Rental Property Income)
  - Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.
2. Audited or unaudited financial statement(s) of the business.
3. Credit report or loan application.
4. Family's self-certification/notarized statement as to net income realized from the business during previous years.

### **Child Care/Cleaning Business**

If an applicant/tenant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/tenant is operating a "cash and carry" operation (licensed or not), the PHA will require the applicant/tenant to complete a form for each customer giving: name of person(s) whose child(ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

If child care services were terminated, a third-party verification will be sent to the parent whose child was cared for.

### **Recurring Gifts**

The family must furnish a notarized statement that contains the following information:

The person who provides the gifts

The value of the gifts

The regularity (dates) of the gifts

The purpose of the gifts

### **Zero Income Status**

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, AFDC, SSI, etc. are not being received by the household.

The PHA will request information from the State Department of Labor.

The PHA will request IRS information from the family.

The PHA may check records of other departments in the jurisdiction (such as government utilities) that have information about income sources of customers.

### **Full-Time Student Status**

Only the first \$480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

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March 2017-2021

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

### **Verification of Income Exclusions**

The PHA will attempt third party verification of income exclusions wherever possible.

When third party verification of income exclusions are not possible or practical, a review of documents or notarized self certification will be obtained.

Exclusions from income that must be verified and reported on the 50058 include the following:

Expenditures for business expansion.

Amortization of capital indebtedness as deductions in determining net income of a business.

Withdrawals of cash or assets from a professional or business operation if the withdrawal is a reimbursement for cash or assets invested in the operation by the family.

Allowance for business asset depreciation, based on straight line depreciation, as provided in the Internal Revenue Service (IRS) regulations.

Income from employment of children or foster children under 18 years old.

Earnings in excess of \$480 for each full-time student 18 years old or older (excluding head or household and spouse).

Earned income disallowance.

Amounts earned by temporary Census employees; terms of employment may not exceed 180 days for the purposes of the exclusion.

Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by the resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in the development.

Stipends to reimburse residents for expenses for serving as members of the PHA governing board or commission.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

The full amount of military pay of any family member other than the head and spouse. If other family members are away from home in the military, the PHA may remove their name from the lease and exclude their income.

Other military pay specifically excluded by law (e.g. Desert Storm active duty).

Income of a live-in aide.

Earnings and benefits from employment training programs funded by HUD.

Reimbursement for out-of-pocket expenses while attending a public assisted training program.

Incremental earnings and benefits from participation in qualifying state and local employment programs.

Payments to volunteers under the Domestic Volunteer Services Act.

Payments received under programs funded in whole or in part under the Workforce Investment Act (WIA) (formerly known as the Job Training Partnership Act (JTPA)).

Earnings and benefits to any family member from an employment training and supportive services program during the exclusion period. The exclusion is applicable only if the family was admitted to the qualifying program prior to October 1, 1999.

Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Food stamps.

Annual Imputed Welfare Income if the family was not an assisted resident at the time of sanction.

Non-recurrent, short-term benefits under TANF assistance that:

Are designed to deal with a specific crisis situation or episode of need;

Are not intended to meet recurrent or ongoing needs; and

Will not extend beyond four months.

Work subsidies under TANF assistance (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training).

Supportive services under TANF assistance such as child care and transportation provided to families who are employed.

Refundable earned income tax credits.

Individual Development Accounts under TANF.

Services provided under TANF assistance such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support.

Transportation benefits under TANF assistance provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Lump-sum pension benefits payable as a death benefit.

Deferred periodic amounts from SSI benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

Deferred periodic amounts from Social Security benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Child care arranged or provided under the Child Care and Development Block Grant Act.

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

Payments received under the Alaska Native Claims Settlement Act.

Income derived from certain sub marginal land or the United States that is held in trust for certain Indian tribes.

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.

The first \$2000 of per capita shares from judgement funds awarded by Indian Claims.

Payments received under the Maine Indian Claims Settlement Act of 1980.

Payments received by Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation.

The first \$2000 of income received by individual Indians derived from interests or trust or restricted land.

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

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.

Full amount of student financial assistance and paid directly to the student or to the educational institution.

Temporary, nonrecurring or sporadic income (including gifts).

Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

Adoption assistance payments in excess of \$480 per adopted child.

Refunds or rebates under state or local law for property taxes paid on dwelling unit.

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

Payments or allowances under DHHS' low-income home energy assistance program (LIHEAP).

Federal scholarships funded under Title IV of The Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance program.

Payments received from programs funded under Title V of the Older Americans Act of 1965.

Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the In Re Agent Orange product liability litigation.

Earned Income Tax Credit refund tax payments.

Any allowance paid under provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is a child of a Vietnam Veteran.

Any amount of crime victim compensation that the applicant (under the Victims Crime Act) receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims Crime Act because of the commission of a crime against the applicant.

## **F. INCOME FROM ASSETS**

Acceptable methods of verification include:

### **Savings Account Interest Income and Dividends**

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution.
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

3. IRS Form 1099 from the financial institution, provided that the PHA must adjust the information to project earnings expected for the next 12 months.

### **Interest Income from Mortgages or Similar Arrangements**

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

### **Net Rental Income from Property Owned by Family**

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
4. Lessee's written statement verifying rent payments to the family and family's notarized statement as to net income realized.

## **G. VERIFICATION OF ASSETS**

### **Family Assets**

The PHA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

Family's Notarized Statement describing assets or cash held at the family's home or in safe deposit boxes.

### **Households can self-certify assets of less than \$5,000**

A family that has net assets equal to or less than \$5,000, at both admission and recertification, may provide a family's declaration that it has net assets equal to or less than \$5,000. PHA will accept such self-declaration without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets; this amount will be included in the family's income.

**Assets Disposed of for Less than Fair Market Value (FMV)** during two years preceding effective date of certification or recertification.

For all Certifications and Recertifications, the PHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

## **H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME**

### **Child Care Expenses**

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number and schedule of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

### **Medical and Disability Assistance Expenses**

Families who claim medical expenses or expenses to assist a person(s) with disabilities will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:



Written verification by a doctor, hospital or clinic personnel, dentist, PHARMacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. PHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

The PHA will use mileage at the IRS' rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

### **Assistance to Persons with Disabilities**

In All Cases:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

## **I. VERIFYING NON-FINANCIAL FACTORS**

### **Verification of Legal Identity**

In order to prevent program abuse, the PHA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Certificate of Birth, naturalization papers

Church issued baptismal certificate

Current, valid Driver's license

U.S. military discharge (DD 214)

U.S. passport

Voter's registration

Department of Motor Vehicles Identification Card

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

Certificate of Birth

Adoption papers

Custody agreement

Health and Human Services ID

School records

## **Verification of Marital Status**

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

## **Familial Relationships**

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

Verification of relationship:

Official identification showing name

Birth Certificates

Baptismal certificates

Verification of guardianship is:

Court-ordered assignment

Affidavit of parent

Verification from social services agency

School records

Evidence of an established family relationship:

Joint bank accounts or other shared financial transactions

Leases or other evidence of prior cohabitation

Credit reports showing relationship

## **Split Households: Domestic Violence**

Verification of domestic violence when assessing applicant split households includes:

Shelter for battered persons

Police reports

District Attorney's office

## **Verification of Permanent Absence of Adult Member**

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will consider any of the following as verification:

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.

Statements from other agencies such as social services that the adult family member is no longer living at that location.

\* If no other proof can be provided, the PHA will accept a Notarized Statement from the family.

If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

## **Verification of Change in Family Composition**

The PHA may verify changes in family composition (either reported or unreported) through three or more of the following: letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

## **Verification of Disability**

Verification of disability must be receipt of SSI or SSA disability payments under 42 U.S.C. Section 423(d)(1)(A) of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

## **Verification of Citizenship/Eligible Immigrant Status**

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

Eligible Immigrants who are 62 or over are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The PHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the PHA must request within ten days that the INS conduct a manual search.

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of non-contending members.

Failure to Provide. If an applicant or tenant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For tenant families, it is done at the first regular recertification after June 19, 1995. PHAs that previously elected to "opt out" must immediately commence verification of families for whom eligibility status has not been undertaken. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the PHA must conduct the determination.

Extensions of Time to Provide Documents. The PHA will grant an extension of 60 days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that

shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

The PHA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list(s).

### **Verification of Social Security Numbers**

Social security numbers must be provided as a condition of eligibility for all family members six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration.

If a family member cannot produce a Social Security Card, then three of the following documents listed below showing his/her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

A valid driver's license

Identification card issued by a Federal, State or local agency

Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)

An identification card issued by an employer or trade union

An identification card issued by a medical insurance company

Earnings statements or payroll stubs

Bank Statements

IRS Form 1099

Benefit award letters from government agencies

Retirement benefit letter

Life insurance policies

Court records (real estate, tax notices, marriage, divorce, judgment or bankruptcy records)

Verification of benefits or SSN from Social Security Administration

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the PHA.

If an applicant or tenant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or tenant must sign a certification to that effect provided by the PHA. The applicant/tenant or family member will have an additional 60 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's tenancy will be terminated.

In the case of an individual at least 62 years of age, the PHA may grant an extension for an additional **[number up to 60]** days up to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's tenancy will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

### **Medical Need for Larger Unit**

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

### **J. VERIFICATION OF SUITABILITY FOR ADMISSION**

Sources to be used to determine suitability include but are not limited to:

Criminal History Reports

Prior landlord references

Physicians, social workers, and other health professionals

Portland Housing Authority and Other **HAs**' (to whom the family may owe debt)

(See chapter on Eligibility.)

### **Ability to meet financial obligations under the lease**

All applicants will be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

All applicants will be interviewed and asked questions about the basic elements of tenancy.

The PHA will access a Credit Report on all applicants prior to selection.

The PHA will determine if applicants owe any monies from previous tenancy or participation in any HUD housing program.

The PHA will independently verify the rent-paying history of all applicants for the previous 5 years directly with the landlord(s).

### **Drug-related or violent criminal activity**

The PHA will complete a criminal background check of all applicants [including other adult members in the household], or any adult member for which criminal records are available.

## **Housekeeping**

The PHA will obtain references from prior landlords for the previous 5 years to determine acceptable housekeeping standards.

Applicants will be required to attend orientation classes as a condition of admission.

## **K. VERIFICATION OF WAITING LIST(S) PREFERENCES [24 CFR 960.206]**

### **Local Preferences**

1. **Residency Preference:** For families who live, work or have been hired to work in the jurisdiction of the PHA. (5 points)

In order to verify that an applicant is a resident, the PHA will require a minimum of three of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, statement from household with whom the family is residing.

\* For families who have been hired to work in jurisdiction of the PHA, a statement from the employer will be required.

2. **Involuntary Displacement** (3 points)

Involuntary displaced applicants are applicants who have been involuntarily displaced and are not living in standard, permanent replacement housing, or will be involuntarily displaced within no more than six months from the date of [preference status certification by the family][verification by the PHA].

Families are considered to be involuntarily displaced if they are required to vacate housing as a result of the following situations.

- (a) **A disaster** (fire, flood, earthquake, etc.) that has caused the unit to be uninhabitable.
- (b) **Federal, state or local government action** related to code enforcement, public improvement or development.
- (c) **Action by a housing owner** which is beyond an applicant's ability to control, and which occurs despite the applicant's having met all previous conditions of occupancy and is other than a rent increase.

If an owner is an immediate family relative and there has been no previous rental agreement and the applicant has been part of the owner's family immediately prior to application, the applicant will not be considered involuntarily displaced.

For purposes of this definition element, reasons for an applicant's having to vacate a housing unit including, but are not limited to:



Conversion of an applicant's housing unit to non-rental or non-residential use.

Closure of an applicant's housing unit for rehabilitation or non-residential use.

Notice to an applicant that s/he must vacate a unit because the owner wants the unit for the owner's personal or family use of occupancy.

Sale of a housing unit in which an applicant resides under an agreement that the unit must be vacant when possession is transferred.

Any other legally authorized act that results, or will result, in withdrawal by the owner of the unit or structure from the rental market.

(d) Displacement by non-suitability of the unit when a member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit and the owner is not legally obligated to make changes to the unit.

Critical elements are:

entry and egress of unit and building

a sleeping area

a full bathroom

a kitchen if the person with a disability must do their own food preparation

other - list.

(e) Due to HUD disposition of a multi-family project under Section 203 of the Housing and Community Development Amendment Act of 1978.

3. Elderly Preference (5 points)
4. U.S. Citizen or Households with Eligible Status (1 point)
5. Targeting/Deconcentration (1 point)
6. Victims of Domestic Violence (VAWA) (11 points)
7. Homeless (10 points)
8. Non-elderly Disabled (6 points)
9. Those enrolled currently in educational, training, or upward mobility program (3 points)
10. Overcrowding (2 points)
11. Veterans (1 point)

## Chapter 8

### TRANSFER POLICY

#### **INTRODUCTION**

The transferring of families is a very costly procedure, both to the PHA and to the families. However, it is the policy of the PHA to permit a resident to transfer within or between housing developments when it is to the family's advantage to do so; when it is necessary to comply with occupancy standards; or when it will help accomplish the Affirmative Housing goals of the PHA. The transfer policy will be carried out in a manner that does not violate fair housing.

For purposes of this transfer policy the "losing development" refers to the unit from which the family is moving and the "gaining development" refers to the unit to which the family is transferring.

#### **A. GENERAL STATEMENT**

It is the policy of the PHA to require or permit resident transfers, within and/or between PHA public housing developments for the following reasons:

To abate dangerous and/or substandard living conditions.

To abate emergency life-threatening living conditions caused by third-party criminal activity;

To accommodate verified physical conditions caused by long-term illness and/or disability;  
and

To accommodate resident families that are determined to be over- or under-housed by virtue of their family size.

A family may request and may be approved to transfer for valid and certifiable reasons such as enabling the family to:

Move into a lower income public housing development (for a higher-income family)

Move from a non-elevator development into an elevator development or a non-accessible to an accessible unit as available on first come, first served basis.

The PHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.

#### **B. ELIGIBILITY FOR TRANSFER**

In order to be determined eligible to receive a transfer, residents must submit the requisite documentation or Reasonable Accommodation request to the PHA, to substantiate their request, and must be in good standing with the PHA, with the exception of emergency and medical transfers.

Families transferring to another development must have paid the security deposit in full at the losing development. Prior to approval for transfer, an inspection will be made to assess damages, other than normal wear and tear. An estimate of damages will be calculated and the resident will be responsible to pay prior to transfer being approved. Any additional move-out charges will be posted to the new unit.

Except in emergency and medical transfer requests, transfers will be avoided when the family is:

- Delinquent in its rent;
- In the process of reexamination to determine rent and eligibility; or
- About to be asked to move for reasons other than non-payment of rent.
- Not in good standing with the PHA due to rental history or a history of disturbances.

The PHA will not grant a transfer request solely to accommodate neighbors who "cannot get along."

### **C. PRIORITY OF TRANSFERS**

The Transfer Waiting list(s) will be maintained in rank order according to the following priorities:

#### Emergency

- Executed within 48 hours of documentation, verification and approval
- Transfer will be within the housing development unless emergency transfer cannot be accomplished in this manner, except no transfer from state to federal property.
- Ratio of transfers to waiting list(s) applicants not applicable
- Emergency transfers are initiated by the PHA.

#### Medical hardship and accessibility

Executed within 90 days of documentation, verification and approval, unless unit is not available.

Transfer will be within the housing development unless appropriate unit is not available to meet the family's needs within the development, except no transfer from state to federal property.

Ratio of transfers to waiting list(s) applicants not applicable.

- Medical hardship and accessibility transfers are initiated by written family request.

- If a family/individual on the medical transfer list refuses an offered unit that meets the family's needs, without "good cause", they will be removed from the transfer list.

#### Administrative transfers

- These transfers are made to offer incentives to families willing to help meet certain Housing Authority occupancy goals or to correct occupancy standards where the unit size is inappropriate for the size and composition of the family.
- Including but not limited to transfers for the non-elderly disabled residents due to elderly designation.

#### Under-housed (Overcrowded)

- Executed when family's name reaches the top of transfer list and authorized unit available
- Transfer will be within the housing development unless size and type of unit required does not exist within that development's inventory, except no transfer from state to federal property.
- Transfers are initiated by written family request.

Transfers will be done on a case by case basis in the order of the transfer waiting list(s) as long as it does not impose a hardship on the Housing Authority.

#### Over-housed

Executed when family's name reaches top of transfer list and authorized unit available.

Transfer will be within the housing development unless the size and type of unit required does not exist within that development's inventory, except no transfer from state to federal property.

Ratio of transfers to waiting list(s) applicants not applicable.

Transfers are initiated by written family request.

#### Family above the Established Income Range moving into a development below the Established Income Range, or vice versa

Executed when the first family on the transfer list above the EIR is needed to move into a development below the EIR, or vice versa.

The PHA does not offer incentives for families above the EIR to move into a development below the EIR, or vice versa.

The PHA will not take any adverse action against any transfer family above the EIR declining an offer by the PHA to move into a development below the EIR, and vice versa, except that the PHA has the right to uniformly limit the number of transfer offers.

Whenever there is a rehab unit available, PHA will first accommodate its residents in need of a unit transfer who are under housed, over housed, and/or for reasonable accommodations. These residents must be in good standing with the PHA (Credit and Unit Inspections) to be eligible for a transfer, with the exception of emergency and medical transfers. If there are no residents eligible for a transfer, PHA will then proceed to find higher income families from our Public Housing waiting list(s).

Higher income families will not make more than the income limits for this program but not less than the very low income limit.

**D. EMERGENCY TRANSFER**

The PHA will authorize an emergency transfer for a participant family if one of the following conditions occurs:

The resident's unit has been damaged by fire, flood, or other causes to such a degree that the unit is not habitable, provided the damage was not the result of an intentional act, carelessness or negligence on the part of the resident or a member of the resident's household.

**E. SPECIAL CIRCUMSTANCES TRANSFER**

The PHA will authorize transfers under special circumstances for a participant family if one of the following conditions occurs:

The resident's unit is being modernized or significantly remodeled.

In such cases the family may only be offered temporary relocation if allowed under Relocation Act provisions and may be allowed to return to their unit once rehabilitation is complete.

There is a reasonable fear of direct violence against the resident. Such transfer requests may include a fear of retaliation for witnessing an incident, or providing testimony or evidence in an eviction or criminal proceeding, or fear of being the victim of a hate crime.

The PHA will seek input from local law enforcement regarding all requests for transfers due to threat of violence.

Transfers due to threat of violence shall have priority over other transfers except for emergency transfers.

The PHA has a need, at the discretion of the Executive Director's to transfer the resident family to another unit and the resident voluntarily agrees to such transfer.

**F. MANDATORY TRANSFERS**

If there is a required change in the size of unit needed, it will be necessary for the resident to move to a unit of an appropriate size and a new lease will be executed.

If an appropriate unit is not available, the resident will be placed on a transfer list and moved to such unit when it does become available.

The PHA will place all families requiring a mandatory transfer due to occupancy standards on a transfer list, which will be reviewed for need-based transfers before any unit is offered to a family on the waiting list(s).

The family will be offered the next appropriately sized unit that becomes available after other such families already on the transfer list who are in need of the same size unit.

If a family that is required to move refuses the offered unit, the PHA will evaluate the reason for the refusal and determine if it is one of good cause. If the PHA determines that there is no good cause, the PHA will begin lease termination proceedings.

The PHA will consider the living area for occupancy standards so that the family may avoid losing their assistance.

The PHA will offer the family an opportunity for an informal conference before terminating the family's lease. The family will have ten working days from the issue date of the Notice to Terminate to request an informal conference.

The Executive Director has the authority to suspend the mandatory transfer policy for ten working days should the resident request such time as to provide sufficient information to the PHA to support the family's position.

#### **G. NON-MANDATORY TRANSFERS**

When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory transfer based on occupancy standards, the transfer list will be reviewed for other families desiring a transfer.

Transfers will be done on a case by case basis in the order of the transfer waiting list(s) as long as it does not impose a hardship on the PHA.

If a family is on an inventory-wide transfer list and refuses an offered unit, they will be removed from the transfer list.

#### **H. MOVING COSTS**

The resident, except when the transfer is due to un-inhabitability, through no fault of the resident, or when the transfer is due to the need of the PHA, will pay all moving costs related to the transfer.

In the case of transfers due to threat of violence, the PHA will determine on a case-by-case basis whether the resident shall be responsible for moving costs.

#### **I. SECURITY DEPOSITS**

The family will be required to pay a new deposit and upon acceptance of a unit will be informed of the manner in which it is to be paid.

The PHA will require a new security deposit of all families.

Security deposits will always be paid to residents when transferred from the losing development to the gaining development minus any damage or cleaning charges applicable to the losing unit.

The resident will be billed for any charges that occur as a result of the resident moving out of the apartment.

A transfer between developments will be considered a move-out and the security deposit plus interest will be reimbursed. Unpaid balances and damages will be deducted from the security deposit at that time. A new security deposit will be required for the new unit.

PHA will hold this security deposit for the period that you occupy the unit. We will hold your security deposit and pay interest on it in accordance with State law. After you have moved from the unit, PHA will determine whether you are eligible for a refund, plus interest, of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

- a. You will be eligible for a refund of the security deposit only if you provided PHA with the 30 days written notice of intent to move, unless you are unable to give the notice for reasons beyond your control.
- b. After you have moved from the unit, PHA will inspect the unit and complete another Unit Inspection Report. PHA will permit you to participate in the inspection, if you so request.
- c. If the unit is rented by more than one person, the tenants agree that they will work out the details of dividing any refund among themselves. PHA may pay the refund to any tenant identified in paragraph III of the lease.

## **J. PROCESSING TRANSFERS**

Transfers will be processed as follows

The resident will be informed that once the family has leased up and been issued the keys, the family will be charged rent on both units until the keys from the old unit are turned in with the exception of one day at the rental rate of the old unit. Note: this is in case a change in income has occurred since the last reexamination.

Both losing and gaining developments involved must have a definite agreement as to when the losing development will move the resident out and the gaining development will move the resident in.

### Losing Developments

Transfers to other developments will be processed in the same manner as move-outs. The name

of the transferred resident and the name of the development s/he transferred to, with other required information, will be reported as a transfer move-out on the Project Daily Report.

### Gaining Developments

Transfers from other developments will be processed in the same manner as move-ins, including a new lease and applicable security deposit. The name of the transferred resident and the name of the development s/he transferred from, with other required information, will be reported as a transfer move-in.

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

### **K. TRANSFER REQUEST PROCEDURE**

Residents requesting transfer to another unit or development will be required to submit a written request or transfer form.

Residents applying for a transfer will have to complete a transfer request form stating the reason a transfer is being requested. The Director of Public Housing will evaluate the request to determine if a transfer is justified and make a recommendation to the Executive Director for approval/disapproval.

Residents applying for a transfer will be interviewed by the Property Manager or Director of Public Housing to determine the reason for the request and to determine whether a transfer is justified.

If the interview reveals that there is a problem at the family's present site, the Property Manager or Director of Public Housing will address the problem and until solved to the Director of Public Housing's satisfaction, the request for transfer will be denied.

The Director of Public Housing' endorsement will be completed and the original of the written Request for Transfer form will be reviewed by the Executive Director for approval/disapproval.

The approved request for transfer form will be kept in a file arranged in chronological order by bedroom size.

Mandatory transfers due to occupancy standards will be maintained on the transfer list in a manner that allows the PHA to easily distinguish between those that are not mandatory.

If the request is approved, the family will be sent a letter stating that their name has been placed on the transfer list.

The resident will be informed of the security deposit procedures.

If the request is denied the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an informal conference if they disagree with the decision.



NOTE: A transfer will require good coordination and communication between the gaining and losing developments.

**L. RENT ADJUSTMENTS OF TRANSFERRED RESIDENTS**

Residents who have had a change in income since the last reexamination will have their rent set at the applicable amount beginning with the first day of the new lease.

A resident will pay the same rent at the gaining development as s/he paid at the losing development during the month of the transfer. If warranted, the resident's rent will be adjusted by the gaining development to be effective the first of the month following the month of the transfer.

The PHA will notify the resident of the rent change by mail.

**M. REEXAMINATION DATE**

The date of the transfer does not change the reexamination date.

The gaining development should be certain that the annual review is properly scheduled to give the staff time to redetermine rent in order to meet the established reexamination date.

An interim examination, verifying income only, will be conducted at the time of lease up and the family will have a new reexamination date.

## Chapter 9

### LEASING

[24 CFR 966.4]

#### INTRODUCTION

It is the PHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the PHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

#### **A. LEASE ORIENTATION**

Prior to execution of the lease a PHA representative will provide a lease orientation to the family head and spouse if applicable. The orientation may be conducted with more than one family.

The family must attend an orientation before taking occupancy of the unit.

#### **Orientation Agenda**

When families attend the lease orientation, they will be provided with:

- A copy of the Lease
- A copy of the PHA's lease and grievance procedure
- A copy of the site handbook
- A copy of the PHA Newsletter

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

- |                                       |   |
|---------------------------------------|---|
| Applicable deposits and other charges | Service Providers Listing               |
| Provisions of the Lease               | Tenant Charges                          |
| Family Choice of Rents                | Direct Debit Rent Payments              |
| Orientation to the community          | Procedures for Emergency Calls          |
| Unit maintenance and work orders      | Tenant Councils                         |
| Explanation of occupancy forms        | Satellite Dish Installation Policy      |
| Terms of occupancy                    | Flag Display Policy                     |
| Pool policy                           | Pet Policies                            |
| Fence policy                          | Air Conditioner Policy                  |
| Utilities                             | PBV Voucher orientation when applicable |
| Lawn care                             | Snow removal                            |

**B. LEASE REQUIREMENTS**

The initial term of the lease will be for 12 months. The lease will renew automatically for 12-month terms except for noncompliance with the community service requirement, as described in the chapter on community service.

Because the lease automatically renews for terms of 12 months, an annual signing process is not required.

**Lease Agreement**

**HOUSING AUTHORITY OF THE TOWN OF PORTLAND  
Portland , Connecticut 06480**

**DWELLING LEASE**

**I. DEFINITION:**

- A. The term "PHA" means the Housing Authority of the Town of Portland .
- B. The terms "you" and "your" mean the resident.
- C. The term "apartment" means the dwelling unit at \_\_\_\_\_

**II. PARTIES AND PREMISES: OCCUPANCY DATE: \_\_\_\_\_**

We hereby lease to \_\_\_\_\_ who accept(s) possession for the members of the household shown in Section III under the terms and conditions stated therein.

**III. MEMBERS OF YOUR HOUSEHOLD WHO WILL LIVE IN UNIT:**

NAME	RELATIONSHIP	DATE OF BIRTH	SS# (last 4)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

No other person may occupy the leased premises overnight for more than fourteen (14) nights in any twelve- (12) month period without our written consent, as provided in this lease. The words "overnight" and "nights," as used in this lease include daylight hours if the person regularly sleeps during the day rather than the night.

**IV. TERM OF LEASE:**

We lease the apartment at \_\_\_\_\_ to you beginning \_\_\_\_\_ and ending on the final day of \_\_\_\_\_.

- A. If your agreed upon move-in date is less than a full month, your first month's rent payment will be pro-rated.
  - B. At the time you move in, you will be required to make payments by money orders or cashier checks only. Also, if a check with which you have paid your rent is not honored by your bank you will be required to make the reimbursement to PHA by money order or cashier check only. In addition, if legal action is started against you, all payments to PHA will be by money orders or cashier checks only and accepted as use and occupancy only.
  - C. Unless you or the PHA terminates this lease, it will automatically renew for one year.
- V. RENT PAYMENT:**
- A. Your monthly rent is based on your income and assets. Based on your income information, the amount of your rent is calculated at \$ \_\_\_\_\_ **per month**. Beginning \_\_\_\_\_ your rent is due and payable on the first day of each month. PHA requires rent payments to be mailed along with the payment stub in the envelope provided by PHA. A charge of \$21.00 will be assessed if the resident fails to follow this procedure. Rents may also be paid via direct debit.
  - B. If you fail to pay your rent on or before the tenth day of each month, or at such time as provided by law, we may terminate this lease. A late charge of \$30 per month will become due and collectible as part of your rent if you fail to pay your rent by the tenth of each month.
  - C. If a check with which you have paid your rent is not honored by the bank on which it is drawn, a charge of \$25.00 will be added to all sums due from you. A schedule of these charges is available at the PHA office.
  - D. If your **monthly** income changes more than \$200 either up or down, you may be eligible for a rent adjustment. You must contact the PHA office and bring in verification of the change to your income as soon as it occurs. (Please see Section IX of this Lease).
  - E. Rent options. Once a year each family has the opportunity to choose between two methods for determining the amount of tenant's monthly rent. These methods are Income Based Rent and/or Flat Rent. The flat rents are established at no less than 80% of the applicable Fair Market Rent (FMR). It is equal to the estimated rent the PHA could promptly lease the public housing unit for after preparation for occupancy. If you elect this method, the Housing Authority does not pay any utility reimbursement. The flat rent option is only available to residents in public housing.

Income-based rent is a rent based upon the family's income and the Housing Authority's rent policies for determination of such rents. The Housing Authority will follow the federal regulations governing these methods.

- F. At the annual recertification, PHA has the right to not renew the lease if a tenant has more than three late rent payments within a one-year period. An exception may be made due to hardship. In the case of hardship, tenant must provide the PHA with proof of such hardship which will be considered on a case by case basis. PHA reserves the right to make the exception at its sole discretion.

### **III. VI. EVICTION PROCESS:**

Acceptance of use and occupancy payments, after service of a Notice to Quit, shall not constitute a waiver of our rights to terminate the lease.

- A. On or after the 11<sup>th</sup> day of each month, a Notice to Quit is prepared by our Attorney for each tenant who has not paid his or her rent in full by the close of business on the 10<sup>th</sup> day of each month.
- B. Within (2) days after the expiration date of the Notice to Quit, PHA will notify our Attorney to prepare the eviction Writ, Summons & Complaint for all those tenants who have not paid their rent and/or use and occupancy in full by the expiration of the Notice to Quit. The Attorney will forward the Writ, Summons & Complaint to the Marshal for service within one (1) business day of receiving the request.
- C. Each Writ, Summons & Complaint served upon a tenant will be filed in the Middletown Housing Court.
- D. Once a case is forwarded and pending in Court, it will not be withdrawn unless the tenant pays all rent, use and occupancy, attorneys' fees and other charges, which may be due. The Housing Authority may agree to enter into a written Court judgment incorporating a Stipulation. Each Stipulation will include an obligation for you to repay the rental arrearage, late fees, current use and occupancy, Court costs, Attorney fees and Marshal's fees. Under the Stipulation, you will be required to pay current use and occupancy (rent) by the 10<sup>th</sup> day of each month and make partial payment toward the rental arrearage each month. Each Stipulation will include an obligation for you to abide by the terms and conditions of the lease.
- E. If you fail to appear in Court or refuse to enter into a Stipulation, the Attorney will obtain a default judgment or proceed to trial.
- F. After a default judgment is obtained, or you fail to comply with any term of the Stipulation, our Attorney will obtain an eviction order from the Court. The Attorney will then arrange for the State Marshal to serve the eviction order upon you. The Attorney will supply us with a copy of the State Marshal's engagement letter and eviction order. The State Marshal will be instructed to notify us of the date of eviction.
- G. The day the State Marshal is to evict you, PHA will verify that the tenant's account is still delinquent and that the Court has not stopped the eviction order. The Attorney will also notify us if the Court stops the eviction order.

- H. Once the State Marshal makes the eviction, they will return the eviction order along with his return of service to the Attorney.

## **VII. SECURITY DEPOSIT:**

You will pay the equivalent of one month's rent as a security deposit. . Your security deposit is \$ \_\_\_\_\_. The minimum security deposit is \$50.00. PHA will hold this security deposit for the period that you occupy the unit. We will hold your security deposit and pay interest on it in accordance with State law. After you have moved from the unit, PHA will determine whether you are eligible for a refund, plus interest, of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

- A. You will be eligible for a refund of the security deposit only if you provided PHA with the 30 days written notice of intent to move required by paragraph XVII, unless you are unable to give the notice for reasons beyond your control.
- B. After you have moved from the unit, PHA will inspect the unit and complete another Unit Inspection Report. PHA will permit you to participate in the inspection, if you so request.
- C. If the unit is rented by more than one person, the tenants agree that they will work out the details of dividing any refund among themselves. PHA may pay the refund to any tenant identified in paragraph III of the lease.
- D. When your lease is at an end, we may use the security deposit to pay for the repair of damages to the apartment caused by you, or any person who was in the apartment with your knowledge. We may also use the security deposit for any rent or other charges in addition to rent, which you owe us when you vacate the apartment. We will notify you in writing of all charges paid out of your security deposit within 30 days of when you vacate and turn in your keys.
- E. We will not use the security deposit to pay for rent or other charges while you occupy the apartment.

## **VIII. UTILITIES:**

Utilities to be provided by us are determined in accordance with federal and state laws and regulations.

- A. If you live in a federal complex, we will provide the apartment with heat, hot water and in some developments, electriTown. If we do not include electriTown in your rent, you will be given a utility allowance. You agree to pay for excess utility use, which results from the use of major appliances you own, as well as utility consumption over the estimated average. A schedule of these fees and estimated average is available from the PHA office.
- B. We are not responsible if we fail to furnish utilities for any cause beyond our control.

C. If you fail to pay the utility use, we will treat this as a breach of this lease. *A utility shut off notice shall be considered a breach of this lease and is grounds for a summary process action to be taken against the tenant.*

1.) ( ) We will not provide the apartment with electric \_\_\_\_\_ initials.

2.) ( ) We will not provide the apartment with gas or oil \_\_\_\_\_ initials.

**IX. CHARGE (S) IN ADDITON TO RENT:**

A. Charge(s) in addition to rent shall be determined in accordance with federal and state laws and regulations. Charges include but are not limited to; late fees, legal fees, maintenance labor charges, repair charges, service fees, lease violation fines.

B. You will be charged by the PHA for the cost of maintenance and repairs beyond normal wear and tear. You must pay these charges or make arrangements to pay within thirty (30) days after we give you written notice of the charge(s).

C. Maintenance and repair costs shall be determined by a schedule of charges. A copy of the fee schedule for charges in addition to rent is posted and available at the main office for your review. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable). In addition, you will be charged where any action results in excessive utility cost to the PHA (i.e. leaving windows/doors open during the heating season, etc.)

D. If you disagree with a charge in addition to rent, you are entitled to request a grievance hearing in accordance with Section XVIII of this lease, entitled "Grievance Procedures".

E. If an eviction action is brought against you, but does not get forwarded to Court, you agree to pay attorney's fees, Court costs, Marshal's fees in addition to use and occupancy, arrearage and any other enforceable charges, i.e. water charges, repairs, etc. as mentioned above in Section VI. d. If you file a grievance and win you will not be liable.

**X. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:**

A. Once a year, we will conduct a regular redetermination of your rent. We will conduct a physical inspection of the dwelling unit 30 days after your occupancy and at least once a year thereafter.

B. You agree to furnish information and certifications regarding family members, income and assets as may be necessary for us to determine whether you are eligible for public housing, the amount of your rent and the appropriate dwelling size. Failure to provide the information necessary to make these determinations may be just cause for termination of tenancy.

- C. You agree to transfer to an appropriate size dwelling unit based on your family's size, upon appropriate notice by us that such a dwelling unit is available. You understand that there shall be no reimbursement for such moving costs.
- D. If, upon review, it is found that your income has increased beyond the approved income limits for continued occupancy, we shall require you to pay the income-based rent or the approved flat rent for that unit.
- E. Further, if upon such review, it is found that the rent charged no longer conforms to the approved rent schedule, the rent shall be adjusted in accordance with the approved rent schedule.
- F. In the period between regular redeterminations, you must notify us of any changes by submitting an Income Change Form within 30 calendar days of any material change in family income, assets, employment, size or composition. Failure to notify us shall be deemed a misrepresentation by you and shall be good cause for eviction.

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Initial

- G. Your rent will remain in effect for the period between regular rent redeterminations unless during such period:
  - (1) Your circumstances change and have continued for at least one month and seem likely to continue for some time so that a decrease in rent is justified pursuant to the Schedule of Rents, or there is a substantial increase in family income or decrease in family size, which would justify an increase in rent.
  - (2) You begin to get public assistance, or a household member begins to receive public assistance or your public assistance is terminated. Such a change must be reported to us within thirty (30) calendar days of its occurrence.
  - (3) You misrepresented the facts upon which your rent was calculated, so that your rent has been less than what you should have been paying. In this case, your rent will be raised retroactively.
- H. In the event of any rent adjustment, the PHA will mail or deliver a "Notice of Rent Adjustment" to you. In the case of rent decreases, the adjustment will become effective the first of the following month. In case of rent increases, the adjustment will become effective the first of the second following month, unless the rent increase results from a finding of intentional misrepresentation.

## **XI. TENANTS RIGHTS TO USE AND OCCUPANCY:**

- A. You shall have the right to exclusive use and occupancy of the leased premises which shall include accommodation of your guests or visitors and, with the consent of the PHA, may include care of foster children and live-in care of a member of your family. (Accommodations not to exceed seven (7) overnights in a 45 day period tenant



understands that he/she is responsible for the conduct of guests and/or visitors and shall be assessed for any damage caused by visitor and/or guest. Violation of this provision will constitute good cause for eviction.

- B. In the event that tenant or household member has a disability, and as a consequence of that disability requires the service of a full time, live-in personal care attendant, the attendant shall be screened in the same manner as an applicant for housing and, if he or she is found to be acceptable, he or she may reside in the premise without being added as a household member. In the event that the care attendant is found unqualified, he or she will be notified by the PHA with detailed reason found in the background investigation.
- C. A family member may request to stay overnight up to 30 days as a Reasonable Accommodation for medical reasons. This request will not be granted unless the family can identify and provide documentation of the residence to which the guest will return.
- D. Anyone formerly evicted from PHA is not allowed to stay as an overnight guest.
- E. Children who are subject to a joint custody agreement or visitation agreement will be excluded from the overnight time limitation rule.

## **XII. OBLIGATIONS OF HOUSING AUTHORITY:**

- A. The PHA will comply with the requirements of applicable state and local building or housing codes concerning matters materially affecting the health and safety of the occupants.
- B. The PHA will maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, and ventilating equipment and other facilities and appliances, if furnished, including elevators.
- C. Provide and maintain appropriate receptacles and facilities, excluding exclusive use containers of the individual household, for the deposit of ash, garbage, rubbish and other waste.
- D. If provided for under the terms of this lease: to supply running water and reasonable amounts of hot water and reasonable amounts of heat at the appropriate times of the year, if furnished.
- E. When applicable by law, the PHA will notify you of the specific grounds for any lease termination or any proposed adverse action by us including but not limited to: material non-compliance with the lease, transfer to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities.
- F. As of July 1 2012 the Housing Authority will begin to phase-out front entrance storm doors at the family sites.
- G.

### XIII. TENANT OBLIGATIONS:

You, members of your Household and your guests shall have the following obligations under the lease:

- A. Shall use the dwelling unit solely as a private dwelling by you and your household as your only place of residence, and not use or permit its use for any other purpose.
- B. Shall not sublease or assign the lease, or provide accommodations for boarders or lodgers. Guests, who remain for a period longer than two (2) weeks, as defined in Section III above, shall be considered boarders unless prior written permission for a longer stay has been granted by us.
- C. To permit us to utilize any relief available to the PHA pursuant to CT General Statutes section 47a-11b regarding abandonment of the premises by the tenant. After compliance with the laws, unclaimed personal property will be disposed of in a manner seen fit for such disposal, without any further notice to you and without any further responsibility or liability, financial or otherwise, on the part of us to you.

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#### Tenant Signature

- D. Shall abide by necessary and reasonable policies and/or procedures promulgated by us for the benefit and wellbeing of the housing project and the tenants, which shall be posted in the main office and incorporated by reference herein. This includes compliance with the "Self-sufficiency Program mandatory monthly Community Service and One-Strike Rules" as well as all other requirements as mandated by HUD through changes in the federal regulations.
- E. Shall abide by the **Pet Policy, which** allows residents who are in residency effective 07/01/01 to have a dog and/or cat in elderly/disabled complexes only and register their pet with the PHA. After 07/01/01 all PHA new residents will be allowed a bird or fish in accordance with the adopted policy.
- F. Shall comply with all obligations imposed upon you by applicable provisions of building and housing codes materially affecting health and safety.
- G. Shall keep the dwelling unit and such other areas as may be assigned to you for your exclusive use in a clean and safe condition.
- H. Shall dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner and place garbage cans in the rear of the unit.
- I. Shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, and air-conditioning equipment and other facilities and appurtenances including elevators.
- J. Shall refrain from, and to cause the household and guests to refrain from, destroying, defacing, damaging, or removing any part of the dwelling unit or project.

- K. Shall pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit including damages to buildings, facilities or common areas within the development caused by you, a member of your household, or your guest(s). All charges will consist of parts (actual cost) and labor at the present rate, at time of repair.
- L. Shall act and cause household members or guests to act in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the apartment and development in a decent, safe and sanitary condition.
- M. Shall assure that you, any member of the household, a guest, or another person under your control, shall not engage in:
- 1) Any criminal activity that threatens the health, safety, or rights to peaceful enjoyment of the Housing Authority's public housing premises by other residents or employees of the Housing Authority, or
  - 2) Any "drug-related criminal activity" on or off PHA property. Said activity will be treated as a serious violation of your lease and grounds for eviction even in the absence of conviction or arrest. "drug-related criminal activity" includes manufacture, possession, sale, distribution, or use, of a controlled substance, including violations of the liquor laws. Under Federal laws, marijuana, including state legalized medical marijuana is considered illegal use of a controlled substance and therefore included under the term.
  - 3) Alcohol abuse is grounds for termination of tenancy if such abuse interferes with health, safety or rights to peaceful enjoyment of the premises by other residents.
- Any criminal activity in violation of the preceding section shall be cause for termination of tenancy, and for eviction from the unit.
- N. Shall not bring to, or keep in your apartment, or otherwise on our property, any gun, pistol, rifle, BB gun or pellet gun or any other form of firearm or explosive device, regardless of any permit or license.
- O. The tenant affirms that he/she has not given any materially false, misleading or inaccurate information or statements to the PHA in order to obtain housing. Material terms include, but are not limited to, statements concerning income, assets and/or family/household composition.
- P. Care of the premises: You are required to keep the premises, both inside and outside, neat and clean. Written permission for temporary or permanent plantings of any kind must be obtained from the PHA prior to planting. Any tenant landscaping or gardens must be approved in advance by PHA and be in conformance with PHA policies.

- Q. Providing we give a 48-hour notice for routine repairs, the tenant will permit PHA employees to enter the unit. The tenant further understands and acknowledges our right to enter your unit, without notice, in the event of an emergency.
- R. You shall carry identification at all times while on the property.
- S. No open liquor bottles (wine, liquor, or beer) are permitted on our grounds.
- T. Locks shall not be changed without the express written permission of the PHA.
- U. Only registered motor vehicles, which are authorized to operate on Public Streets, pursuant to Connecticut law, shall be allowed on designated PHA parking areas. Motor vehicles which are not allowed on PHA premises include, but are not limited to, all terrain vehicles (ATV's), "quads", boats, jet skis, motorized scooters, go-carts and mopeds. You shall provide proof of current automobile insurance, current registration and valid Connecticut driver's license indicating your current unit address. Two parking permits will be authorized per household.

The second parking permit is subject to availability in properties where space is limited. Only vehicles with PHA parking permits shall be allowed to be parked in the assigned parking areas. Unauthorized vehicles parked on PHA premises will be towed or removed at the owner's expense.

- V. To keep all smoke detectors in the leased premises unobstructed at all times; not to tamper with or render inoperable any smoke detector, heat detector, or sprinkler, or any part of fire prevention system (including the removal from a battery-operated smoke detector) on our property. To notify us immediately of the malfunction or inoperability of any smoke detector in the leased premises. To replace uncharged batteries in any battery-operated smoke detector as necessary to maintain its operation or to notify us immediately of the need for such replacement.
- W. Any personal property belonging to you, other household members or guest(s) which is not removed from the leased premises and from our property following termination of the lease and departure of tenant, shall be treated as abandoned and may be disposed of by us. You shall be responsible for, and shall reimburse us for, cost of moving, storage and disposal of personal property following termination of this lease.
- X. Effective July 1, 2001 for Federal site individuals and/or family members 18 years of age up to 62 years of age are required to do no less than eight (8) eight hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification. Each person required to do community service must provide documentation to the Housing Authority that such community service has been completed. Failure to complete the community service requirements will be subject to non-renewal of the annual lease. Community service can be either voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency or increase resident self-responsibility in the community. Exempt individuals are those: 62 years of age or older, blind or disabled individuals as defined under 216(i)(1) or 1614 of the Social

Security Act (42 U.S.C. 416 (i)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with their service provisions, engaged in work activities, meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program or is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

- Y. If the tenant intentionally destroys or recklessly damages PHA property, we will follow with criminal and/or civil prosecution in accordance with State laws.
- Z. Residents must advise the PHA when they will be absent from the unit for more than 30 days and provide a means for the PHA to contact the resident in the event of an emergency. Failure to advise the PHA of extended absences is grounds for termination of the lease.

If the entire household is absent from the unit for more than 60 days in one calendar year, the unit will be considered to be vacant and the PHA will terminate tenancy. Consideration will be made for medical reasons.

#### **XIV. DEFECTS HAZARDOUS TO LIFE, HEATH OR SAFETY**

You shall immediately notify us if the apartment is damaged to the extent that conditions are created which are hazardous to the life, health or safety of its occupants.

- A. We shall repair the unit in a reasonable time, provided that if the damage was caused by you, your household or guests, the reasonable cost of the repairs shall be charged to you.
- B. Where repairs cannot be made within a reasonable time, we shall offer alternative accommodations, similar to the damaged unit; upon availability you will still be responsible for full repayment of damages.
- C. If we fail to abide by paragraphs A or B of this section, your rent may be abated in proportion to the seriousness of the damage and loss in value of the unit, or if alternative accommodations are not provided. However, no abatement of rent shall occur if you request the alternative accommodations or if the damage was caused by you, your household or guests.
- D. In high-rise buildings you agree not to place items (i.e. stands, plants, pots, etc.) and furniture in the lobby areas, hallways, decks or terraces, without written authorization for PHA. For air conditioning installation, residents must call the PHA Property Manager for instructions. Only one air conditioning unit will be allowed per

apartment. Tenants will be allowed to use an air conditioner during the warm months (April 15<sup>th</sup> to October 15<sup>th</sup>) as long as it does not impose a blocked egress situation. All air conditioners must be removed by October 15<sup>th</sup> unless written authorization has been given by PHA. A fee of \$15 per additional air conditioner will be charged for utility use where PHA pays for electriTown. Failure to comply with this policy will result in a lease violation fine as stated in Part 2 on your Addendum to Dwelling Lease.

- E. You agree not to place outdoor holiday decorations or decorations of any kind on exterior surfaces of the building including, hallways, patios and fences without written authorization from PHA.
- F. You agree that you or your guests will not to park your motor vehicle(s) on areas designated for emergency use or for drop off only.

#### **XV. PRE-OCCUPANCY AND POST-TERMINATION INSPECTION: ENTRY:**

- A. Before you move into your apartment both tenant and the PHA shall inspect the unit and note, in writing, the condition of the apartment and its appliances and other equipment. This inspection report may be amended in writing within the first five (5) days of your tenancy. You may have a representative join in the inspection. Both you and the Housing Authority must sign a copy of this move-in inspection report.
- B. After you move in, after 30 days we will re-inspect the unit, thereafter, we may enter your apartment at reasonable times for the purpose of performing routine inspections and maintenance or for making improvements or repairs. We will give you at least forty-eight (48) hours prior notice of the date and purpose of our entry.
- C. We may enter your apartment, without notice, if we have reasonable cause to believe there is an emergency.
- D. If we enter the unit while you and your household members are absent, we will notify you in writing of the date, time and purpose of entry prior to leaving the unit.
- E. When you vacate, the PHA will inspect the apartment and notify you, in writing, of any damage charges you must pay. You and your representatives may join in our inspection.
- F. If you ask to have repairs done, we will enter the dwelling without giving you prior notice. However, we will leave you notice that we have been there.

#### **XVI. LEGAL NOTICE:**

- A. Any required notice shall be given in accordance with federal and state laws and regulations.
- B. Any notice which we give you under this lease must be in writing. Notice may, unless the law requires otherwise, be delivered to you by first class mail, by certified mail, return receipt request, postage paid, or is hand delivered to you or any adult who answers your door.

- C. Any notice you give us under this lease must be in writing. You may deliver notice to our office at: 164 Jerome Avenue, Portland CT, or notice may be mailed by prepaid first class mail to the Housing Authority of Town of Portland , 164 Jerome Avenue, Portland Connecticut 06480.

**XVII. TERMINATION OF LEASE:**

- A. This lease may be terminated by you at any time by giving thirty (30) days' written notice to us. You are responsible for the rent due for the entire rental period from the 1st to the end of that month, even if you occupy the unit for only part of the month, unless we are willing to make other arrangements.
- B. You agree to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return all keys to our office upon vacancy. You will be considered as still having possession of the unit until you return all keys, and complete a Notice of Vacate, and you may be charged for those additional days.
- C. We shall not terminate or refuse to renew the Dwelling Lease other than for violations of material terms of the Dwelling Lease, such as failure to make payments due under the Dwelling Lease, failure to fulfill the Tenant's obligations, or for other good cause.
- D. More than two (2) Notices to Quit for Possession of the apartment, served to you within a twelve-month period, will be grounds for non-renewal of the lease.

**XVIII. GRIEVANCE PROCEDURE:**

A copy of the Grievance Procedure is posted in the PHA office. Its terms are part of this lease. You must follow this procedure if you wish to resolve any grievance or appeal arising from this lease.

Requests for informal hearings must be in writing to the PHA within ten (10) working days from the date of the notification.

**IXX. LEGAL COSTS:**

In the event we sue you for any sum due under this lease, and judgment is rendered against you, we shall be entitled to collect that sum together with the costs of collection, such as attorney's fees, Court costs and State Marshal's fees.

**XX. MODIFICATION:**

Any modification of this lease must be accomplished by a written rider, executed by both parties, except those that are posted in accordance with 24 CFR 966.5

**XXI. CERTIFICATION:**

- A. You certify that you and other members of your Household have not committed any fraud in connection with any federal or state moderate housing assistance programs.

- B. You certify all information and documentation submitted by you and other Household members to us in connection with any federal housing assistance program or any state moderate rental program are true and complete to the best of your knowledge and belief.

## **XXII. NON-WAIVER**

The failure of management to terminate this lease when it has cause to do so shall not be construed as a waiver of its right to so terminate the lease at any future time for the same cause or any other cause.

## **XXIII. TRANSFER**

- A. In the event that the tenant's household decreases by one or more members, and as a consequence the leased premises are no longer of appropriate unit size, (unless an exception provided by laws), upon availability of a smaller unit of appropriate unit size, we shall offer to lease such unit to you who shall have thirty (30) days to sign a new lease and move into the unit. Following the expiration of thirty (30) days, tenant shall vacate the leased premises.
- B. In the event that one or more household members are added to this lease as terms provide, a new appropriate size unit will be determined for the household increase. The PHA shall approve the application for transfer of the household to a larger unit size, upon availability, provided that:
- (1) there have been no serious violations of the lease within the proceeding two (2) years;
  - (2) you are current in the rent, charges and fees owed to us and
  - (3) you are not subject to eviction proceedings or to the terms of an agreement for judgment in a prior eviction proceeding.
- C. The PHA will implement one transfer per month to meet occupancy standards within a development. A new lease shall be executed by both parties when a family transfers from one unit to another.
- D. Tenants will not be required to move to a complex different from where they are currently living.

I have read or have been explained to in a language which I understand the following attachments/ policies;

Attachment 1 – Addendum to Dwelling Lease – Regulations  
Attachment 2 – Residents Handbook (Rights and Responsibilities)  
Attachment 3 – Pool Policy  
Attachment 4 – Fence Policy



- Attachment 5 – Housekeeping Standards
- Attachment 6 – Towing Policy
- Attachment 7 – Resident Non-Smoking Policy
- Attachment 8 – EIV Notice
- Attachment 9 – VAWA Notice
- Attachment 10 – Reasonable Accommodation Notice
- Attachment 11 – Lead Notice
- Attachment 12 – Computer Lab Policy
- Attachment 13 – Community Room Policy
- Attachment 14 – Ornamentation Policy
- Attachment 15 – Bed Bug Policy
- Attachment 16 – Tenant Charges

IN WITNESS HEREOF, we, through our duly authorized officer or representative, and you, have executed this lease this \_\_\_\_\_ **day of** \_\_\_\_\_, \_\_\_\_\_.

Signed  
 HOUSING AUTHORITY OF THE TOWN OF PORTLAND  
 In the presence of

PHA Representative/Title	Date
Tenant	Date
Co-Tenant/Other Adult	Date

## ADDENDUM TO DWELLING LEASE - REGULATIONS

1. The following regulations are incorporated in full in the Dwelling Lease between the Housing Authority of the Town of Portland , lessor, and \_\_\_\_\_, lessee, dated \_\_\_\_\_, for the dwelling unit located at \_\_\_\_\_, Portland CT.
2. Tenant agrees to comply with the following regulations and understands that failure may result in fines or charges as follows: 1<sup>st</sup> violation \$15, 2<sup>nd</sup> violation \$30, and 3<sup>rd</sup> violation \$45. These are lease violations within a 12-month period.
3. **Will keep all smoke detectors in the leased premises unobstructed at all times; not tamper with or render inoperable any smoke detector, heat detector, or sprinkler. Replace uncharged batteries in any battery-operated smoke detector as necessary to maintain its operation or shall notify us immediately of the need of such replacement. Removal of batteries from battery-operated smoke detectors is a serious offense. Failure to comply with these requirements will result in fines and/or legal action.**
4. Will not store motorcycles, motor scooters or mopeds, or any motorized vehicles or power lawn mowers inside the dwelling unit.
5. Will not use stovetop, kerosene heaters or other gas or liquid fuel heaters or oven for heating purposes.
6. Will not keep, sell, exchange, store or utilize any explosive materials or devices, including fireworks on PHA property.
7. Will not decorate the exterior of any dwelling unit of the PHA properties without prior written consent of the PHA.
8. Will not store flammable liquids and/or material on PHA premises. Will not use open flames or burning materials of any kind including, but not limited to, candles incense, kerosene lamps, fire pits and oil lamps. Lighted candles will be permitted only for ceremonies or functions; they must be attended at all times and must be extinguished immediately after the ceremony.
9. Will not use gas or charcoal grills for heating purposes, inside or outside the PHA dwelling units. Grills used for cooking must be utilized in a minimum of 10 feet from the building and stored in a safe manner at the rear of the dwelling unit.
10. Will not loiter on any of the PHA premises. This includes family members and guests.
11. Will not conduct parties in the congregate or common areas of PHA properties without the prior consent of the PHA.
12. Will not put contact paper, wallpaper, paneling, mirror tiles, unauthorized paint colors on walls or make any alterations or additions to the premises.
13. Will not have waterbeds installed on premises.

14. Will not use countertop for cutting board or place any holes in back splash.
15. Will not place plastic sheeting on inside windows of apartment.
16. Will not allow unauthorized persons to live with you or receive mail at your address. You will not have unauthorized person's names on your mailbox and/or apartment doors.
17. The erection of any outdoor structures including but not limited to, homemade or prefabricated tool sheds, storage sheds, "hoop buildings", temporary garages, tents, gazebos and/ or awnings are prohibited on PHA property.
18. Will not repair the engines, body or mechanical systems of motor vehicles on the premises, including changing oil or other fluids.
19. Will not park commercial vehicles, recreational vehicles, (i.e. trailers, campers, etc.) or boats on PHA property.
20. Will not have inoperative or unregistered vehicles anywhere on the premises. Any such vehicles will be towed at your expense without notice.
21. Will not wash vehicles on premises.
22. Will not erect swimming pools of any kind unless in compliance with PHA Pool Policy.
23. Will not install a fence.
24. Will abide by the PHA Pet Policy.
25. Will park registered vehicles in assigned spaces only. Any vehicle parked in a space not assigned to that particular person will be towed at owner's expense.
26. Will have Visitors park in parking areas allotted for visitors, where available.
27. Will not put up a clothesline at any property without prior written permission. If using electric or gas dryer, dryer must be properly vented to the outside.
28. Will put all garbage in appropriate plastic bags and place in dumpster or containers.
29. Will not close in the porch.
30. Will not store items in cellar and will keep areas near furnaces, oil tanks, electrical panels and sewer clean-outs clear at all times.
31. Will not hold the PHA responsible for any damage to personal items due to any sewer/water back-ups, fire or natural disaster. Resident is responsible for obtaining Renters Insurance to cover such losses.
32. Will not nail, drill or penetrate exterior siding surfaces.

33. Will not place inappropriate items in any area on the exterior of the unit. This includes but is not limited to inappropriate items in the front, side, back, items in apartment windows and/or on apartment doors that are visible to others. No item placed in the front or back of units will impede access. PHA has the sole discretion and reserves the right to determine what is deemed an inappropriate item.
34. The installment of a 2nd Cable TV or telephone line from the exterior is strictly prohibited without prior consent from the PHA.
35. Tenants further agree to comply with such other regulations of the Housing Authority of the Town of Portland that may currently be in existence or as may be implemented by the Housing Authority of the Town of Portland from time to time.
36. Signs of any kind are not permitted and shall not be erected. You shall be charged for removal.
37. Tenants found to be in violation of the above regulations will be subject to eviction and/or charges.
38. Bulk Trash Pickup: The PHA will provide one bulk trash pickup per year. Tenant affirms that if the PHA has to remove bulk trash, tenants shall be charged for such removal and disposal (labor charge and disposal fee) and said charges must be paid by the tenant within thirty (30) days of receiving an invoice for such charges. Failure to pay for bulk trash pickup and disposal will be considered a default under this lease and is grounds for a summary process action to be taken against the tenant.
39. Will abide by Resident Non-Smoking Policy.
40. Tenants should not interfere with the responsibilities of the Housing Authority. Failure to allow PHA employees to carry on their responsibilities will be grounds for eviction.
41. Residents shall wear appropriate attire when visiting the office and common areas. Residents with inappropriate attire will be asked to leave the premises. Examples of inappropriate attire include, but are not limited to; wearing pajamas, nightgown, being barefoot and/or shirtless.
42. Temperature in the unit must be maintained at least to 65 degrees in order to prevent pipes from freezing. Any damage caused from frozen pipes will be charged to the resident's account.
43. The use and/or storage of a "store shopping cart" is prohibited in any of the PHA properties. Leaving any shopping cart abandoned on or near the premises is also prohibited. Any tenant, family member or other person who is using, storing and/or leaves a shopping cart on or near the premises will be charged a fine and/or reported to the Building Department and the Portland Police Department for violation of Portland Code of Ordinance Section 21-21.10. In addition, any cost incurred to PHA in returning any shopping cart will be charged to the tenant.

44. The erection of any bounce structure including but not limited to homemade or fabricated bounce house and/or trampoline is prohibited on PHA property.

Tenant	Date
Co-Tenant/Other Adult	Date
PHA Representative/Title	Date

### C. EXECUTION OF LEASE

The lease shall be executed by the head of household, spouse, and all other adult members of the household and by an authorized representative of the PHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and the PHA will retain one in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current PHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

A lease is executed at the time of admission for all new tenants.

A new lease is executed at the time of the transfer of a tenant from one PHA unit to another (with no change in reexamination date).

If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change.

Lease signers must be persons legally eligible to execute contracts.

The names and date of birth of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.

Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by the PHA, which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice.

Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to PHA assistance, with the exception of occupancy while serving as the attendant for the participant family member.

The PHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A

tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

**D. ADDITIONS TO THE LEASE**

Requests for the addition of a new member of the household must be approved by the PHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by the PHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:

Resident plans to marry/co-habitate;

Resident is awarded custody of a child over the age for which juvenile justice records are available;

Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren).

A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.

2. Factors determining household additions that are not subject to screening:

Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.

3. Factors determining household additions that may be subject to screening, depending on PHA discretion:

Children below the age under which juvenile justice records are made available, who are added through a kinship care arrangement are not exempt from the pre-screening process.

The PHA will request that the public housing tenant provide the PHA with a signed consent form from the parent(s) or legal guardian allowing the PHA to check the juvenile records of the child. Sources to be checked may include any of the following:

School Records (attendance/behavior)

Juvenile Probation/Court Records

Police Records

4. In such cases where the addition of a new member who has not been born, married, or

legally adopted into the family, and the addition will affect the bedroom size required by the family, according to the PHA occupancy standards, the PHA will not approve the addition.

5. The PHA will not approve adding a family consisting of more than one member to the lease. Such applicants will be encouraged to apply to the waiting list(s).
6. Residents who fail to notify the PHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by the PHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(2 and 3)].
7. Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify the PHA of the move-out within ten calendar days of its occurrence.

These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list(s).

The PHA in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.

8. The resident may not allow visitors to stay overnight more than 14 days in a twelve month period.

The resident may not allow visitors to stay overnight more than 14 consecutive days in a twelve month period.

The manager may authorize overnight visitors provided the visit does not exceed 14 consecutive days.

The family must request PHA approval prior to visitors arriving who will be in the unit in excess of 14 days in a year.

Visitors who remain beyond this period shall be considered trespassers, and their presence constitutes a breach of the lease.

If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee's unit, the person will be considered an unauthorized member of the household.

9. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit.

Residents are not permitted to allow a former tenant of the PHA who has been evicted to occupy the unit for any period of time.

Residents must advise the PHA when they will be absent from the unit for more than 30 days and provide a means for the PHA to contact the resident in the event of an emergency. Failure to advise the PHA of extended absences is grounds for termination of

the lease.

If the entire family is absent from the unit for more than 30 consecutive days, the unit will be considered to be vacant and the PHA will terminate tenancy. Consideration will be made for medical reasons.

**E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES**

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

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

First, to a current occupant of another unit of the same development, or other public housing developments under the PHA's control, who has a disability that requires the special features of the vacant unit.

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

The PHA will require a non-disabled applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

**F. UTILITY SERVICES**

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

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

Non-payment of excess utility charge payments to the PHA is a violation of the lease and is grounds for eviction.

**G. SECURITY DEPOSITS**

New tenants must pay a security deposit by money order or cashier's check to the PHA at the time of admission. The PHA will hold the security deposit for the period the tenant occupies the unit. The amount of the security deposit required is the Total Tenant Payment.

The PHA may permit installment payments of security deposits when a new tenant demonstrates a financial hardship to the satisfaction of the PHA. However, no less than one-half of the required deposit must be paid before occupancy. The remainder of the deposit must be paid within 90 days.



If the unit is rented by more than one person, the tenants agree that they will work out the details of dividing any refund among themselves. PHA may pay the refund to any tenant identified in paragraph III of the lease.

The tenant will be eligible for a refund of the security deposit only if he/she provided PHA with the 30 days written notice of intent to move, unless you are unable to give the notice for reasons beyond your control.

Once the tenant moves out, PHA will inspect the unit and complete a Unit Inspection Report. PHA will permit the tenant to participate in the inspection, if you so request.

The PHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:

Unpaid Rent;

Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;

Other charges under the Lease.

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

The PHA will provide the tenant or the person designated by the former tenant in the event of the former tenant's incapacitation or death with a written list of any charges against the security deposit. If the tenant disagrees with the amount charged to the security deposit, the PHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the PHA. All keys to the unit must be returned to the Management upon vacating the unit.

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

If the tenant transfers to another unit within either a Federal or State property as applicable, the PHA will hold your security deposit and pay interest on it in accordance with State law. After you have moved from the unit, PHA will determine whether you are eligible for a refund, plus interest, of any or all of the security deposit.

Interest on the security deposit will be paid at the one year anniversary and every subsequent year after that.

### **Pet Deposit**

See chapters on pet policy.

## **H. RENT PAYMENTS**

The tenant rent is due and payable at the PHA-designated location on the first of every month. If

the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If the PHA does not receive payment by the agreed-upon date, a delinquent rent notice will be sent.

PHA will require a payment by money order or cashier check of the first month rent. Also, if any check is returned for insufficient funds the resident will be required to make the reimbursement to PHA by money order or cashier's check. In addition, if a legal action is started against a resident for non-payment; all payments to PHA will be required to be either money orders or cashier's checks only.

If the payment of rent and other charges due under the lease will be delayed beyond the tenth day of the month, the PHA will charge a \$25.00 late fee and implement eviction proceedings.

The notification must include an explanation of the circumstances that will delay the tenant's payment, and indicate the date on which full payment will be made.

Residents are required to include the payment stub with their monthly payment, so that the payment can be properly recorded.

A handling fee will be applied to the resident's account if the stub is not included with their payment. Therefore, it is essential that the resident includes their stub.

## **I. FEES AND NONPAYMENT PENALTIES**

If the tenant fails to make payment by the 10th day of the month, a Notice to Quit will be issued according to State law for failure to pay rent, demanding payment in full or the surrender of the premises.

If the tenant fails to make payment by the 10th day of the month, a late fee of \$30.00 will be charged.

A charge equal to that charged the PHA will be assessed against the tenant for checks which are returned for non-sufficient funds (NSF), or checks written on a closed account. If the check is not redeemed and the rent satisfied by the 20th of the month, the rent will be considered unpaid.

The PHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account.

The tenant will be responsible for all legal cost resulting from an eviction action if PHA wins the case. The tenant will also be responsible for fees incurred for collection efforts after the tenant vacates the unit and has left an unpaid balance.

Any rent payment received will be applied to the oldest rent charges in the resident's account.

If a household has more than two checks returned for either NSF or closed account within twelve months, the PHA will only accept money orders in the future.

## **J. SCHEDULES OF SPECIAL CHARGES**

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and tenants upon request.

Tenant charges were revised to reflect current wage rates.

### **Tenant Charges**

#### **PORTLAND HOUSING AUTHORITY SCHEDULE OF CLEANING AND DAMAGE REPAIR CHARGES (IF TENANT RESPONSIBLE)**

**EFFECTIVE JULY 1, 2017**

***PER SECTION XIII PART K OF YOUR LEASE UNDER TENANTS OBLIGATIONS***  
TENANT SHALL PAY FOR REASONABLE CHARGES (*OTHER THAN FOR NORMAL WEAR AND TEAR*) FOR THE REPAIR OF DAMAGES TO THE DWELLING UNIT INCLUDING DAMAGES TO BUILDING, FACILITIES OR COMMON AREAS WITHIN THE DEVELOPMENT CAUSED BY YOU, A MEMBER OF YOUR HOUSEHOLD, OR YOUR GUEST(S). ALL CHARGES WILL CONSIST OF PARTS (*ACTUAL COST*) AND LABOR AT THE PRESENT RATE, AT THE TIME OF REPAIR.

**NORMAL MAINTENANCE WORK HRS.** (8:00am-4:30pm. Excluding Holidays and Weekends)

Labor charge for all repairs (hourly) \$40.00

Labor charge for all services including cleaning, janitorial, garbage & litter pick-up, grounds maintenance, and debris hauling (dump fees additional) \$75.00

**AFTER NORMAL MAINTENANCE WORKING HRS.** (Evenings/nights and weekends)

Holiday charge for all services (hourly) \$53.00

#### **LOCK-OUT RESPONSE CHARGES**

Fee after business hours, weekends, and Holidays \$46.00

Fee during regular business hours No charge

#### **RETURN CALL- DUE TO NO ENTRY**

Due to pets or no PHA locks \$25.00

No entry for Emergency Call \$40.00

**\*Applicable Grievance Procedures to Tenant Charges**

If a resident is charged maintenance costs in accordance with this schedule of charges and the resident believes that they should not have been charged, they have the right to request an informal hearing in accordance with the Portland Housing Authority Grievance Procedures. Any grievance shall be presented in writing to the Housing Authority within ten working days of the notification of the charge so that the grievance may be discussed and settled without a hearing.

If the resident is unsatisfied with the results of the informal discussion decision, the resident shall submit a written request for a hearing within 10 working days of the informal decision.

<b>SCHEDULE OF CHARGES 2017</b>	
DESCRIPTION	COST
<b>CLOG</b> – <i>caused by a foreign object found in toilet, sink, or tub. Resident responsible</i>	<b>\$25.00 (MINIMUM)</b>
<b>CHANGE LOCKS</b>	<b>\$75.00</b>
<b>SMOKE ALARMS- (TAMPERING)</b>	<b>\$50.00 FINE PARTS&amp;LABOR</b>
<b>THERMOSTAT</b>	<b>\$50.00 &amp; LABOR</b>
<b>SECURITY SCREENS</b>	<b>\$150.00 &amp; LABOR</b>
<b>PUNCTURE REFRIGERATOR (NON-REPAIRABLE)</b>	<b>\$350.00</b>
<b>TRASH ON LAWNS</b>	<b>\$25.00</b>
<b>ILLEGAL PARKING ON GRASS</b> <i>(not including towing fees if applicable)</i>	<b>\$25.00</b>
	<b>\$50.00</b>
<b>SNOW REMOVAL (NON-COMPLIANT TO LEASE)</b>	<b>\$50.00</b>
<b>BULKY WASTE PICK-UP (NON SCHEDULED)</b>	<b>\$75.00</b>
<b>AUTOMOTIVE REPAIRS ( BY RESIDENT OR GUEST)</b>	<b>\$50.00</b>
<b>FLOOR DAMAGE</b>	<b>\$ PARTS &amp; LABOR</b>
<b>CLEAN UP APPLIANCE</b>	<b>\$ 50.00</b>
<b>CLEAN UP EACH ROOM</b>	<b>\$ LABOR RATE</b>
<b>TRASH REMOVAL</b>	<b>\$ LABOR</b>
<b>WALL PAPER REMOVAL</b>	<b>\$150.00 PER ROOM</b>
<b>WALL BORDER REMOVAL</b>	<b>\$ 50.00 PER ROOM</b>
<b>WOOD PANEL</b>	<b>\$150.00 PER ROOM</b>
<b>PAINT ROOM OTHER THAN WHITE (PHA)</b>	<b>\$50.00 PER COAT</b>
<b>CARPET REMOVAL (TACKED DOWN)</b>	<b>\$50.00 PER ROOM</b>
<b>CARPET REMOVAL (GLUED DOWN)</b>	<b>\$150.00 PER ROOM</b>
<b>FLOOR TILE REMOVAL (ADHESIVE BACK)</b>	<b>\$200.00 PER ROOM</b>
<b>MOVE-OUT DAMAGES</b>	<b>ACTUAL COST</b>
<b>BED BUG EXTERMINATION PREPARATION CHARGES</b>	<b>ACTUAL COST</b>

**A. MODIFICATIONS TO THE LEASE**

Schedules of special charges and rules and regulations are subject to modification or revision. Residents and resident organizations will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, and:

reviewed with the Resident Advisory Board

Posted at site bulletin boards, if available or mailed.

After the proposed changes have been incorporated into the lease and approved by the Board, each family will be notified of the effective date of the new lease.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

**B. CANCELLATION OF THE LEASE**

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

**C. INSPECTIONS FOR THE PUBLIC HOUSING PROGRAMS**

**UPCS (Uniform Physical Condition Standards)**

**Initial Inspections**

The Site Managers will conduct initial inspections with the family prior to occupancy. A copy of the initial inspection must be signed by the resident and the Site Manager, will be kept in the tenant file.

Any adult member may sign the inspection form for the head of household.

**Vacate Inspections**

The Site Managers will conduct move out inspections when a family has vacated the unit. The resident will be encouraged to participate in this process. The move out inspection will determine if there are damages caused by the family and will allow the Site Managers to estimate the turn-around time.

The PHA will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit.

**Annual Inspections**

The PHA will inspect all units annually using HUD's Uniform Physical Condition Standards

(UPCS) as a guideline.

The Inspector will conduct annual UPCS Inspections for all Public Housing sites. If a "Health & Safety" deficiency is noted, the Inspector must follow up with the Site Manager within 24 hours. In addition, the Site Manager must inform the Inspector when the deficiency has been corrected and the Inspector along with the Site Manager must re-inspect the unit. The resident, the Site Manager and the Inspector must sign the passed inspection to ensure quality control.

If a unit fails inspection due to housekeeping or family-caused damages, the resident will be given 14 days to correct and a follow-up inspection will be completed by the Site Manager.

The Inspector must also follow up with the Site Managers to ensure that any deficiencies (other than "Health & Safety") are corrected. In some cases it will be necessary for the Inspector to re-inspect the unit. The resident and the Site Manager or Inspector must sign the passed inspection to ensure quality control.

The unit will be considered to have failed HUD's Uniform Physical Condition Standards if there are any *life-threatening* Health and Safety deficiencies [**or if:**]

There are two or more non-life-threatening Health and Safety deficiencies.

There are two or more Level 2 (major) deficiencies.

There are six or more Level 1 (minor) deficiencies.

Residents will be issued a letter within three days noting the required correction and scheduled re-inspection date.

If necessary to bring the unit into UPCS compliance, needed repairs will be completed by the PHA.

All inspections will include a check of all smoke alarms to ensure proper working order.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by the PHA.

Required corrections will be repaired by the PHA within 60 days of the inspection date.

Resident will be notified at least 48 hours before the date of the required repairs.

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit will be in violation of their lease and a Kapa notice served.

Residents who are in violation of their lease due to two or more failed inspections will be scheduled for a lease violation conference and will be served a Notice to Quit for material non-compliance of the lease agreement.

### **Quality Control Inspections**

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ACOP  
March 2017-2021

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The housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which the PHA can be of service to the family.

The PHA Inspection staff will conduct quality control inspections on 5% of units in which housing management staff requested an inspection.

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

### **Other Inspections**

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

Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

### **Emergency Inspections**

Housing management staff, including PHA inspectors may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, the inspector may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

### **Emergency Repairs to be Completed in Less than 24 Hours**

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

Lock-out (with proper identification of resident)

Broken lock which affects unit security

Broken window glass which affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)

Broken water pipe - not a drain line or a leak.

Natural gas leaks or smell of fumes

No electricity in entire unit

Backed-up toilets

No heat from October 1st to April 1st

Elevator and no hot water calls will be handled on a case by case basis.

## Entry of Premises Notices

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

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

An adult family member must be present in the unit during the inspection and be required to show identification.

- \* If no person is at home, the inspector will enter the unit and conduct the inspection.
- \* If no one is in the unit, the person(s) who enters the unit will leave a written notice to the resident explaining the reason the unit was entered and the date and time.
- \* A written notice specifying the purpose for non-emergency entry into the unit will be delivered to the premises at least 48 hours before entry.
- \* Where the PHA is conducting regular annual examinations of its housing units, the family will receive at least one week's notice of the inspection to allow the family to prepare and be able to pass the inspection.

Reasons the PHA will enter the unit are:

Inspections and maintenance

To make improvements and repairs

To show the premises for leasing

In cases of emergency

The family must call the PHA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

The PHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason that has hindered the inspection. The PHA may request verification.

Repairs requested by the family will not require prior notice to the family. Residents are asked when the work order is requested if PHA is permitted to enter if no one is home.

## **Non-Inspection Emergency Entry**

The PHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

## **Family Responsibility to Allow Inspection**

The PHA must be allowed to inspect the unit at reasonable times with reasonable notice. 48



hours written notice will be considered reasonable in all cases.

The resident is notified of the inspection appointment by mail or delivered notice. The family must call the PHA at least 24 hours before the inspection date to reschedule the inspection, if necessary.

The PHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason that has hindered the inspection. The PHA may request verification.

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

If the resident refuses to allow the inspection, the resident will be in violation of the lease.

### **Housekeeping Citations**

Residents who "fail" an inspection due to housekeeping will be issued a Kapa notice and a re-inspection will be conducted within ten working days by Property Manager.

If the family fails to comply with the re-inspection it can result in lease termination.

Kapa notices and a \$25.00 fine will be issued to residents who purposely and for convenience disengage the unit's smoke detector.

More than one such citation will be considered a violation of the lease.

### **Work Orders**

The Maintenance staff must inform the Site Managers when a work order has been completed. The Site Manager must ensure that the work has been completed.

### **Tenant Damages**

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

"Beyond normal wear and tear" is defined as items that could be charged against the tenant's security deposit under state law or court practice.

### **Record Keeping**

The Site Managers must have unit files in addition to resident files. These files should contain all work orders and inspections for each unit so that there is a clear history of each unit.

### **Staff Obligations**

Failure of PHA Staff to follow these procedures may result in disciplinary action.

## Chapter 10

### PET POLICY – ELDERLY/DISABLED PROJECTS

[24 CFR Part 5, Subpart C]

#### **INTRODUCTION**

The purpose of this policy is to establish the PHA's policy and procedures for ownership of pets in elderly and disabled units. It establishes reasonable rules governing the keeping of common household pets. It establishes rules to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets.

This Chapter explains PHA's policies on the keeping of pets in elderly/disabled projects and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities or elderly to own animals that are used to assist them.

Feeding of stray animals will be considered as having an unauthorized animal.

Violation of the Pet Policy will be grounds for termination of the lease.

This policy does not apply to animals that are used to assist, support or provide service to persons with disabilities, or to service animals that visit public housing developments.

#### **A. ANIMALS THAT ASSIST PERSONS WITH DISABILITIES [24 CFR 960.705]**

As a reasonable accommodation, the Portland Housing Authority will waive pet restrictions for tenants with disabilities who need a service or companion animal in order to meet their disability-related needs. This exclusion applies to such animals that reside in public housing and that visit these developments.

A service or companion animal is either a trained and licensed animal that provides assistive services to a person with a disability or simply an animal that has been verified to provide necessary emotional or other support for a person with a disability.

To be excluded from the pet policy, the resident/pet owner must request a reasonable accommodation and certify:

That the animal actually assists the person with the disability or the well being of the elderly

That there is a person with disabilities or elderly in the household;

Service animals are not considered to be pets. Service animals may be any breed, size or weight.

Service or companion animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

Nothing in this pet rule prohibits PHA from requiring the removal of any animal from a project if the pet's conduct or condition is duly determined to constitute, under the provisions of state or local law, a nuisance or a threat to the health or safety of other occupants of the project or of other persons in the community where the project is located, or if the species of animal in question is prohibited under state or local law.

There is no legal requirement for service or companion animals to be visibly identified (no special collar or harness needed) or to have documentation (no license, certification or identification papers needed).

Tenants may be held liable for damages caused by their service or companion animals.

## **B. MANAGEMENT APPROVAL OF PETS**

All pets must be approved in advance by the PHA Executive Director.

The pet owner must submit and enter into a Pet Agreement with the PHA.

This excludes service animals. All requests for service animals as a Reasonable Accommodation will require a certification by a knowledgeable professional stating that such accommodation is medically necessary.

### **Registration of Pets**

Pets must be registered with the PHA before they are brought onto the premises. Registration may include certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.

Dogs and cats approved as Reasonable Accommodation must be spayed or neutered.

Execution of a Pet Agreement with the PHA stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.

PHA will require picture of the pet/animal approved. No animal may be kept if in violation of humane or health laws, animals must be effectively restrained and under control.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

## **Refusal to Register Pets**

The PHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

The PHA will refuse to register a pet if:

The pet is not a *common household pet* as defined in this policy;

Keeping the pet would violate the Pet Policy;

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

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

Animals may be removed should the animal becomes destructive or a nuisance.

The notice of refusal may be combined with a notice of a pet violation.

A resident must obtain approval from PHA to care for another resident's pet and agree to abide by all of the pet policy rules in writing.

### **A. STANDARDS FOR PETS**

#### **Types of Pets Allowed**

No types of pets other than the following may be kept by a resident.

Tenants are not permitted to have more than one pet.

#### 1. Dogs (For Reasonable Accommodations Only)

Must be licensed as specified now or in the future by State law and local ordinance

Must be housebroken

Must be spayed or neutered

Must have all required inoculations

#### 2. Cats (For Reasonable Accommodations Only)

Must be licensed as specified now or in the future by State law or local ordinance

Must be declawed

Must be spayed or neutered

Must have all required inoculations  
Must be trained to use a litter box or other waste receptacle

3. Birds

Maximum number: two  
Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size: 20 gallons  
Must be maintained on an approved stand

**B. PETS TEMPORARILY ON THE PREMISES**

Pets that are not owned by a tenant will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the PHA. It also excludes visiting service and companion animals.

**C. ADDITIONAL FEES AND DEPOSITS FOR PETS**

The PHA does not require a pet deposit.

**D. ALTERATIONS TO UNIT**

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

**E. PET WASTE REMOVAL CHARGE**

A separate pet waste removal charge of \$50.00 per occurrence will be assessed against the resident for violations of the Reasonable Accommodation Pet Policy.

Pet waste removal charges are not part of rent payable by the resident.

All reasonable expenses incurred by the PHA as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including:

The cost of repairs and replacements to the dwelling unit;

Fumigation of the dwelling unit.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the

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

The expense of flea disinfestations shall be the responsibility of the resident.

**F. PET AREA RESTRICTIONS**

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

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

**G. NOISE**

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

**H. CLEANLINESS REQUIREMENTS**

Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

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

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

Removal of Waste. The Resident/Pet Owner shall be responsible for the removal of waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin/ other container provided by the PHA.

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

**I. PET CARE**

No pet shall be left unattended in any apartment for a period in excess of 8 hours except birds 12 hours and fish 24 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

All complaints of cruelty and all dog bites will be referred to the Animal Control Officer or applicable agency for investigation and enforcement.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

**J. RESPONSIBLE PARTIES**

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

**K. INSPECTIONS**

The PHA may enter and inspect the unit only if a written complaint is received alleging that the conduct or condition of the pet in the unit constitutes a nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.

**L. PET RULE VIOLATION NOTICE**

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

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

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

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

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

If the pet owner requests an informal hearing after a five day period, the meeting will be scheduled no later than ten calendar days, unless the pet owner agrees to a later date in writing.

**M. NOTICE FOR PET REMOVAL**

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

The Notice shall contain:

A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated;

The requirement that the resident /pet owner must remove the pet within thirty days of the notice; and

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

**N. TERMINATION OF TENANCY**

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

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

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

**O. PET REMOVAL**

If the death of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the resident/pet owner. Includes pets who are poorly cared for or have been left unattended for over eight hours except birds 12 hours and fish 24 hours.

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

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

**P. EMERGENCIES**

The PHA will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

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



## Chapter 11

### PET POLICY – GENERAL OCCUPANCY (FAMILY) PROJECTS

[24 CFR Part 960, Subpart G]

#### **INTRODUCTION**

The purpose of this policy is to establish the PHA's policy and procedures for ownership of pets in general occupancy (family) projects and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

This Chapter explains PHA's policies on the keeping of pets in general occupancy projects and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities or elderly to own animals that are used to assist them.

Feeding of stray animals will be considered as having an unauthorized animal.

Violation of the Pet Policy will be grounds for termination of the lease.

This policy does not apply to animals that are used to assist, support or provide service to persons with disabilities or elderly, or to service animals that visit public housing developments.

#### **A. ANIMALS THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO PERSONS WITH DISABILITIES [24 CFR 960.705 ]**

As a reasonable accommodation, the Portland Housing Authority will waive pet restrictions for tenants with disabilities who need a service or companion animal in order to meet their disability-related needs. This exclusion applies to such animals that reside in public housing and that visit these developments.

A service or companion animal is either a trained and licensed animal that provides assistive services to a person with a disability or simply an animal that has been verified to provide necessary emotional or other support for a person with a disability.

To be excluded from the pet policy, the resident/pet owner must request a reasonable accommodation and certify:

That the animal actually assists the person with the disability or the well being of the elderly

That there is a person with disabilities or elderly in the household;

Service animals are not considered to be pets. Service animals may be any breed, size or weight. Service or companion animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

Nothing in this pet rule prohibits PHA from requiring the removal of any animal from a project if the pet's conduct or condition is duly determined to constitute, under the provisions of state or local law, a nuisance or a threat to the health or safety of other occupants of the project or of other persons in the community where the project is located, or if the species of animal in question is prohibited under state or local law.

There is no legal requirement for service or companion animals to be visibly identified (no special collar or harness needed) or to have documentation (no license, certification or identification papers needed).

Tenants may be held liable for damages caused by their service or companion animals.

## **B. STANDARDS FOR PETS**

### **Types of Pets Allowed**

No types of pets other than the following may be kept by a resident. The following types and qualifications are consistent with applicable State and local law.

Tenants are not permitted to have more than one pet.

#### 1. Dogs (For Reasonable Accommodations Only)

Removed weight, amount permitted and type of dog restrictions per HUD  
Must be licensed as specified now or in the future by State law and local ordinance  
Must be housebroken  
Must be spayed or neutered  
Must have all required inoculations

#### 2. Cats (For Reasonable Accommodations Only)

Removed weight and amount allowed restrictions per HUD  
Must be licensed as specified now or in the future by State law or local ordinance  
Must be spayed or neutered

#### 3. Birds

Maximum number: two, which includes canary, parakeet, finch and other species that are normally kept caged; birds of prey are not permitted.

Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size: 20 gallons. There is no limit as to the number of fish, however, the number of fish may not exceed the number suggested for the tank size. Poisonous or dangerous fish are not permitted.

Must be maintained on an approved stand.

**C. REGISTRATION OF PETS**

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

Registration must be renewed and will be coordinated with the annual reexamination date.

Refusal to Register Pets

If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial. The notification will be served in accordance with HUD notice requirements.

The PHA will refuse to register a pet if:

The pet is not an “allowed pet” as defined in this policy;

Keeping the pet would violate any PHA Rules;

The pet owner fails to provide complete pet registration information;

The pet owner fails to update the registration annually;

The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations.

The notice of refusal may be combined with a notice of pet violation.

**D. PET AGREEMENT**

Residents who have been approved to have a pet must enter into a Pet Agreement with the PHA.

The Resident will certify, by signing the Pet Agreement, that the Resident will adhere to the following rules:

Agree that the resident is responsible and liable for all damages caused by their pet(s).

All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside areas.

Tenants are prohibited from feeding stray animals.

The feeding of stray animals will constitute having a pet without permission of the Housing Authority.

Residents shall not feed any stray animals; doing so, or keeping stray or unregistered animals, will be considered having a pet without permission.

The Resident/Pet Owner shall be responsible for the removal of waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin/ other container provided by the PHA immediately.

Pet owners must take precautions to eliminate pet odors.

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

The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.

The right of management to seek sheltering of any animal found to be maintained in violation of the pet policy, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any sheltering fees, and the PHA accepts no responsibility for pets so removed.

That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.

Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to, loud or continuous chirping or other such activities.

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

#### **E. LIMITATIONS ON PET OWNERSHIP**

Although the PHA, consistent with statutory intent, generally allows pet ownership in general occupancy (family) developments, upon extensive discussion with Resident Advisory Board, the PHA shall limit pet ownership at certain PHA developments or portions of developments. Specific developments and portions of developments are described in the PHA Annual Plan. Limitations include, but are not limited to, the following:

Birds and fish as specified in previous chapters.

#### **F. PETS TEMPORARILY ON THE PREMISES**

Excluded from the premises are all animals and/or pets not owned by residents, except for visiting service and companion animals.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the PHA. It also excludes State or local laws governing pets temporarily in dwelling accommodations shall prevail.

**G. PET WASTE REMOVAL CHARGE**

A separate pet waste removal charge of \$50.00 per occurrence will be assessed against the resident for violations of the pet policy.

Pet waste removal charges are not part of rent payable by the resident.

**H. PET CARE**

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of twenty-four hours.

All residents/pet owners shall be responsible for adequate care for his/her pet.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

**I. RESPONSIBLE PARTIES**

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

**J. INSPECTIONS**

The PHA may enter and inspect the unit only if a written complaint is received alleging that the conduct or condition of the pet in the unit is a violation, or constitutes a nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.

**K. PET RULE VIOLATION NOTICE**

The authorization for a pet may be revoked at any time subject to the Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Residents who violate these rules are subject to:

Mandatory removal of the pet from the premises within 30 days of notice by the Housing Authority; or if for a threat to health and safety, removal within 24 hours of notice.

Lease termination proceedings.

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

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

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

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

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

If the pet owner requests an informal hearing within the five day period, the hearing will be scheduled no later than ten calendar days before the effective date of service of the notice, unless the pet owner agrees to a later date in writing.

#### **L. NOTICE FOR PET REMOVAL**

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

The Notice shall contain:

A brief statement of the factual basis for the PHA's determination of the Pet Policy that has been violated;

The requirement that the resident/ pet owner must remove the pet within thirty days of the notice; and

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

#### **M. TERMINATION OF TENANCY**

The PHA may initiate procedures for termination of tenancy based on a Pet Policy violation if:

The pet owner has failed to remove the pet or correct a Pet Policy violation within the time period specified; and

The Pet Policy violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

**N. PET REMOVAL**

If the death or incapacities of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets who are poorly cared for or have been left unattended for over twenty-four hours.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or local agency and request the removal of the pet, or the PHA may place the pet in a proper facility for up to 30 days. If there is no other solution at the end of 30 days, the PHA may donate the pet to a humane society. Cost of this professional care will be borne by the pet owner.

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

**O. EMERGENCIES**

The PHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

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

This Pet Policy will be incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

## Chapter 12

### REEXAMINATIONS

[24 CFR 5.613, 24 CFR 5.615, 24 CFR Part 960 Subpart C]

#### **INTRODUCTION**

HUD requires that the PHA offer all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent are required to complete a reexamination of income, deductions and allowances at least once every three years. To determine the amount of income-based rent, it is necessary for the PHA to perform a reexamination of the family's income. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions and allowances. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but the PHA decides what other changes must be reported and the procedures for reporting them. This Chapter defines the PHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

#### **A. ELIGIBILITY FOR CONTINUED OCCUPANCY**

Residents who meet the following criteria will be eligible for continued occupancy:

Qualify as a family as defined in this policy;

Are in full compliance with the obligations and responsibilities described in the dwelling lease;

Whose family members, age 6 and older, each have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number; PHA will use the Systematic Alien Verification for Entitlements (SAVE) Program to verify citizenship status for their eligible non-citizen participants.

Whose family members have submitted required citizenship/eligible immigration status/noncontending documents.

#### **B. ANNUAL REEXAMINATION**

The terms *annual recertification* and *annual reexamination* are synonymous.

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

Families who choose flat rent are to be recertified every three years. Families with "Fixed" income will also be recertified every three years. For families who move in on the first of the month, the annual recertification's will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year.)



For families who move in during the month, the annual recertification's will be completed no later than the first of the month in which the family moved in, the following year. (Example: If family moves in August 15, the effective date of the next annual recertification is August 1.)

When families move to another dwelling unit:

An annual recertification will be conducted.

The annual recertification date will not change.

For transfer from or to Federal or State developments, the resident must be moved out and then moved into the new unit. The annual recertification will be changed to the date the family moved to the new unit.

### **Flat Rent**

In federal public housing, housing authorities must establish a maximum flat rent for each apartment. Residents will have a choice of paying either 30% of income or the flat rent. The flat rents are established at no less than 80% of the applicable Fair Market Rent (FMR). If this method is elected, the Housing Authority does not pay any utility reimbursement. Residents that choose flat rent will be recertified every three years. A flat rent update must be done annually. In this update the household composition must be certified.

### **Reexamination of Income for Fixed Incomes**

For families on "Fixed Income" a full recertification may be conducted every three (3) years. A family with "Fixed Income" is a family who has at least 90% of the household's income from fixed sources, such as Social Security, SSI or Pension, even if that person or family also has a non-fixed source of income. Upon admission to a program, a third-party verification of all income amounts will be required for all family members. A full income reexamination and redetermination must be performed every three years.

In the intervening years, a streamlined income determination may be conducted by applying a verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income. All increases of \$200 or more a month must be reported by the resident to PHA.

### **Reexamination Notice to the Family**

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 90 to 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format. The PHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

The notification shall explain family choice of income-based or flat rent, with an estimate of what the income-based rent would be and a statement of what the flat rent is.

The family will indicate whether the family chooses income-based or flat rent by checking the appropriate box on the document, signing the document and returning the document to the PHA on the appointment date.

If the family chooses flat rent, the family will fill out a Personal Declaration form, describing family composition.

The Personal Declaration form will be signed by all adult family members.

The family may call the PHA indicating whether the family chooses income-based or flat rent.

### **Methodology**

If the family chooses income-based rent, or if the family has paid the flat rent for three (3) years, the PHA will use the following methodology for conducting annual recertification's:

To schedule the specific date and time of appointments in the written notification to the family.

### **Persons with Disabilities**

Persons with disabilities, who are unable to come to the PHA's office will be granted an accommodation of conducting the interview at the person's home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

### **Collection of Information**

The family is required to complete the annual recertification form.

The PHA representative will interview the family and enter the information provided by the family on the recertification form.

The family is required to complete a *Personal Declaration Form* prior to all annual and interim recertification interviews.

### **Requirements to Attend**

The following family members will be required to attend the recertification interview and sign the application for continued occupancy:

All adult household members

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

Any adult may recertify for the family, provided that the head comes in within 5 days to recertify.

## **Failure to Respond to Notification to Recertify**

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to 5 days prior to the interview.

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

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the PHA will terminate tenancy for the family.

Exceptions to these policies may be made by the Director of Public Housing if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

## **Documents Required from the Family**

In the notification letter to the family, the PHA will include instructions for the family to bring the following:

Documentation of income for all family members

Documentation of liquid and non-liquid assets. A family that has a net assets equal to or less than \$5,000 may provide a self-declaration of such assets.

Documentation to substantiate any deductions or allowances

Personal Declaration Form completed by head of household

Documentation to verifying compliance with community service by all non-exempt adults, if applicable.

## **Verification of Information**

All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 90 days old. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

the continued eligibility of the resident as a *family* or as the *remaining member* of a family;

the unit size required by the family;

the amount of rent the family should pay.

## **Changes in the Tenant Rent**

If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued [24 CFR 966.4(c)].

### Tenant Rent Increases

If tenant rent changes, a thirty-day notice will be mailed to the family prior to the anniversary date.

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

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

### Tenant Rent Decreases

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the PHA.

If tenant rent decreases and the change occurred within a month prior to the recertification appointment, but the family did not report the change as an interim adjustment, the decrease will be effective on the recertification anniversary date.

If the tenant rent decreases and the tenant reported the change within a month prior to the annual recertification anniversary date or between the annual recertification anniversary date and the effective date of the annual recertification, the change will be treated as an interim. The change will be effective the first of the following month that the family reported the change. If necessary, the PHA will run another HUD 50058 as an annual recertification.

## **C. REPORTING INTERIM CHANGES**

Families must report all changes in household composition to the PHA between annual reexaminations. This includes additions due to birth, adoption, marriage and court-awarded custody. The family must obtain PHA approval prior to all other additions to the household.

When there is a change in head of household or a new adult family member is added, the PHA will complete an application for continued occupancy and re-verify, using the same procedures the PHA staff would use for an annual reexamination, except for effective dates of changes. In such case, the Interim Reexamination Policy would be used.

The annual reexamination date will not change as a result of this action.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the PHA of the family member being added to the lease.

### **Increases in Income to Be Reported**

Families paying flat rent are not required to report any increases in income or assets.

Families are required to report any increases in income resulting from a new family member joining the household.

Families are required to report the following increases in income:

Increase in income over \$200.00 per month.

### **Increases in Income and Rent Adjustments**

The PHA will process rent adjustments resulting from any increase in income of \$200 or more per month.

Rent increases (except those due to misrepresentation) require 30 days notice.

### **Decreases in Income and Rent Adjustments**

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions that would reduce the amount of the total tenant payment.

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

The PHA will process rent adjustments when there is a decrease in income of \$200 or more per month.

### **D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

The PHA will not reduce the public housing rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in welfare benefits due to:

Fraud by a family member in connection with the welfare program; or

Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program

A "specified welfare benefit reduction" does not include a reduction of welfare benefits due to:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

the family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the

family to lose their welfare benefits.

Noncompliance with other welfare agency requirements.

**Definition of "Covered Family":**

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

**Definition of "Imputed Welfare Income":**

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

The amount of imputed welfare income is determined by the PHA, based on written information supplied to the PHA by the welfare agency, including:

The amount of the benefit reduction

The term of the benefit reduction

The reason for the reduction

Subsequent changes in the term or amount of benefit reduction

Imputed welfare income will be included at annual and interim reexaminations during the term of reduction of welfare benefits.

The amount of imputed welfare income will be offset by the amount of additional income a family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed income will be reduced to zero.

If the family was not an assisted resident of public housing when the welfare sanction began, imputed welfare income will not be included in annual income.

**Verification Before Denying a Request to Reduce Rent**

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

The PHA will rely on the welfare agency's written notice to the PHA regarding welfare sanctions.

**Cooperation Agreements**

The PHA has a written cooperation agreement in place with the local welfare agency that assists the PHA in obtaining the necessary information regarding welfare sanctions.

The PHA has taken a proactive approach to culminating an effective working relationship between the PHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The PHA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

### **Family Dispute of Amount of Imputed Welfare Income**

If the family disputes the amount of imputed income and the PHA denies the family's request to modify the amount, the PHA will provide the tenant with a notice of denial, which will include:

An explanation for the PHA's determination of the amount of imputed welfare income.

A statement that the tenant may request a grievance hearing.

A statement that if the tenant requests a grievance hearing, the tenant will not be required to pay an escrow deposit pursuant to 966.55(e) for the portion of tenant rent attributable to the imputed welfare income.

If the tenant requests a grievance hearing, the tenant is not required to pay an escrow deposit pursuant to 966.55(e) for the portion of tenant rent attributable to the imputed welfare income.

### **E. OTHER INTERIM REPORTING ISSUES**

An interim reexamination will be scheduled for families with zero income every 90 days.

In the following circumstances, the PHA may conduct the interim recertification by mail:

Changes that will not result in a change in tenant rent.

Changes in income that are normal for the family, such as seasonal employment.

As a reasonable accommodation when requested. (See Chapter titled "Statement of Policies and Objectives")

Any changes reported by residents other than those listed in this section will be noted in the file by the staff person, but will not be processed between regularly scheduled annual re-certifications.

### **PHA Errors**

If the PHA makes a calculation error at admission to the program or at an annual or interim reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

### **F. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)**

## **Standard for Timely Reporting of Changes**

The PHA requires that families report interim changes to the PHA within 10 working days of when the change occurs. Any information, document or signature needed from the family that is needed to verify the change must be provided within 10 working days of the change.

An exception will be made for TANF recipients who obtain employment. In such cases, families will have to report within 10 days of receipt of the Notice of Action from TANF that shows the full adjustment for employment income.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the PHA), it will be considered untimely reporting.

## **Procedures When the Change is Reported in a Timely Manner**

The PHA will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported.

The change will not be made until the third party verification is received.

## **Procedures When the Change Is Not Reported by the Tenant in a Timely Manner**

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

**Increase in Tenant Rent** will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, and may be required to sign a Repayment Agreement.

## **Repayment Agreements**

The PHA will enter into a repayment agreement with amount less than \$2,000 any amount owed over \$2,000 will require a lump sum payment.

PHA will enter into a monthly retroactive rent payment for amounts less than \$2,000 as follows; repayment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family's monthly adjusted income.

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA,



include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

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

**Decrease in Tenant Rent** will be effective on the first of the month following completion of processing by the PHA and not retroactively.

### **Procedures when the Change is not Processed by the PHA in a Timely Manner**

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the PHA in a timely manner.

Therefore, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the PHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

## **G. REPORTING OF CHANGES IN FAMILY COMPOSITION**

The members of the family residing in the unit must be approved by the PHA. The family must inform the PHA and request approval of additional family members other than additions due to birth, adoption, marriage, court-awarded custody before the new member occupies the unit.

The PHA will not approve the addition of family members other than by birth, adoption, marriage or court-awarded custody where the occupancy standards would require a larger size unit.

All changes in family composition must be reported within 10 working days of the occurrence in writing.

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head of household or spouse that the member, who may be the head of household, removed is permanently absent.

Not less than 3 verifications must be provided to show either legal action or new address, i.e., driver's license, new lease, utility bills, within 15 days. PHA reserves the right to request additional verification.

The head of household must provide a statement that the head of household [or spouse] will notify the PHA if the removed member returns to the household for a period longer than the visitor period allowed in the lease.

### **Increase in Family Size**

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

Addition of a minor who is a member of the nuclear family who had been living elsewhere.

Addition of a PHA-approved live-in attendant.

Addition due to birth, adoption or court-awarded custody.

Families who need a larger sized unit because of voluntary additions will have lower priority on the Transfer List than other families who are required to change unit size.

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.

### **Definition of "Temporarily/Permanently Absent"**

The **PHA** must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of the household to report changes in family composition. The PHA will evaluate absences from the unit in accordance with this policy.

### **Absence of Entire Family**

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the PHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

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

Families must notify the PHA if they are going to be absent from the unit for more than 15 consecutive days. A person with a disability may request an extension of time as an

accommodation.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the PHA may:

Conduct home visit

Post letters on exterior door providing 48 hours notice of intent to enter the unit

Telephone the family at the unit

Interview neighbors

Verify if utilities are in service

Check with Post Office for forwarding address

\*Contact emergency contact

If the entire family is absent from the unit, without PHA permission, for more than 30 consecutive days, the unit will be considered to be vacant and the PHA will terminate tenancy.

If the PHA suspects the entire family has vacated the unit and the Authority is concerned about weather conditions which may cause damage to the unit, i.e., frozen pipes, the PHA may enter the unit under emergency procedure.

As a reasonable accommodation for a person with a disability, the PHA may approve an extension. (See Absence Due to Medical Reasons for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.

If the absence which resulted in termination of tenancy was due to a person's disability, and the PHA can verify that the person was unable to notify the PHA in accordance with the lease provisions regarding absences, and if a suitable unit is available, the PHA may reinstate the family as an accommodation if requested by the family.

### **Absence of Any Member**

Any member of the household will be considered permanently absent if s/he is away from the unit for 3 consecutive months or 90 days in a 12 month period except as otherwise provided in this Chapter.

### **Absence Due to Medical Reasons**

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return.

If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 90 consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remain current.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the PHA's "Absence of Entire Family" policy.

### **Absence Due to Incarceration**

If the sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 30 consecutive days. The rent and other charges must remain current during this period.

The PHA will determine if the reason for incarceration is for drug-related or criminal activity which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents.

### **Foster Care and Absences of Children**

If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 3 months from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the PHA's occupancy guidelines.

### **Absence of Adult**

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat that adult as a visitor for the first 30 calendar days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the lease will be transferred to the caretaker.

If the court has not awarded custody or legal guardianship, but the action is in process, the PHA will secure verification from social services staff or the attorney as to the status.

The PHA will transfer the lease to the caretaker, in the absence of a court order, if the caretaker qualifies under the Tenant Suitability criteria and has been in the unit for more than 30 days and it is reasonable to expect that custody will be granted.

When the PHA approves a person to reside in the unit as caretaker for the child(ren), the income of the caretaker should be counted pending a final disposition. The PHA will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 30 days, the person will be considered permanently absent.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full time students who attend school away from the home will be treated in the following manner:

Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

### **Visitors (See Chapter on Leasing)**

Any adult not included on the HUD 50058 who has been in the unit more than 14 days in a 12 month period will be considered to be living in the unit as an unauthorized household member.

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

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

The PHA will consider:

Statements from neighbors and/or PHA staff

Vehicle license plate verification

Post Office records

Driver's license verification

Law enforcement reports

Credit reports

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the PHA will terminate the family's lease since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 14 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 90 days per year, the minor will be considered to be an eligible visitor and not a family member.

If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

#### **H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT**

To be considered the remaining member of the tenant family, the person must have been previously approved by the PHA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

#### **I. CHANGES IN UNIT SIZE**

The PHA shall grant exceptions from the occupancy standards if the family requests and the PHA determines the exceptions are justified according to this policy.

The PHA will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested.

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

(Reference chapter on Occupancy Standards)

#### **J. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES**

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; AND

The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head, co-head or spouse.

Mixed families who qualify for continued assistance after 11/29/96 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See Chapter titled "Factors Related to Total Tenant Payment Determination"). The PHA may no

longer offer temporary deferral of termination (see Chapter on "Lease Terminations"). **Section**

**K. Monthly File Reviews**

The Portland Housing Authority will to review all certification documents and rent calculations on a monthly basis. This includes initial and interim certifications.

## Chapter 13

### LEASE TERMINATIONS

[24 CFR 966.4]

#### **INTRODUCTION**

The PHA may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (1)(2)], and the terms of the lease. This Chapter describes the PHA's policies for notification of lease termination and provisions of the lease.

#### **A. TERMINATION BY TENANT**

The tenant may terminate the lease by providing the PHA with a written 30, plus one day, advance notice as defined in the lease agreement.

#### **B. TERMINATION BY PHA**

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

The public housing lease is automatically renewable, EXCEPT the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements. See Chapter on Community Service.

The lease may be terminated by the PHA at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

Nonpayment of rent or other charges due under the Lease, at the annual recertification, PHA has the right to not renew the lease if a tenant has more than three late rent payments within a one year period.

Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;

Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purposes;

Failure to abide by necessary and reasonable rules made by the PHA for the benefit and well being of the housing project and the Tenants;

Failure to abide by applicable building and housing codes materially affecting health or safety;



Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe or energy efficient manner;

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or

The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, *on or off* public housing premises while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). Under Federal laws marijuana, including state legalized medical marijuana is considered illegal use of a controlled substance and therefore included under the term. The use of marijuana, for any purpose, be it medical or personal, is prohibited and is grounds for denial, loss of subsidy and/or eviction.

If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest, the PHA will be notified by the State Attorney's Office that it is to bring an unlawful detainer action against that Tenant. The PHA will then commence unlawful detainer procedures to terminate the Lease.

Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Non-compliance with Non-Citizen Rule requirements.

Failure of a family member to comply with community service provisions, as grounds only for non-renewal of the lease and termination of tenancy at the end of the 12-month lease term, if applicable.

Discovery after admission of facts that made the tenant ineligible;

Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;

In cases where an eviction is a result of domestic violence, only the resident causing the violence may be evicted if the victim follows the procedure below:

Under the Violence Against Women Act the PHA may request that the affected victim complete, sign and submit, within 14 business days of the request the HUD-50066 certification form. Victim includes a tenant or an affiliated individual of the tenant. If

the individual does not produce the form or the information that may be provided in lieu of the certification by the 14th business day or any extension of that date provided by PHA, none of the protections afforded to victims of domestic violence, dating violence, stalking and/ or sexual assault.

PHA would therefore be free to evict in the circumstances authorized by otherwise applicable law and Lease provisions;

Failure to accept the PHA's offer of a lease revision to an existing lease that is on a form adopted by the PHA in accordance with HUD regulations, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family. Illegal pets as defined by the Pet Policy.

Other good cause.

### **C. NOTIFICATION REQUIREMENTS**

The PHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy

Notices of lease termination shall be served by an officer of the Court in accordance with State law.

#### **Disclosure of Criminal Records to Family**

Before the PHA terminates the lease based on a criminal conviction record, the tenant and subject of record will be provided with a copy of the criminal record. Tenants may dispute the accuracy and relevance of that record at the grievance hearing or court hearing.

#### **Timing of the Notice**

If the PHA terminates the lease, written notice will be given as follows:

Considering the seriousness of the situation but not to exceed 30 days:

If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or

If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or

If any member of the household has been convicted of a felony.

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

The PHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

## **Criminal Activity**

The PHA will immediately terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The PHA will terminate assistance of participants in cases where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The PHA will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous 2 months.

"Engaged in or engaging in or recent history of" drug related criminal activity means any act within the past 5 years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past 5 years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the PHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

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

The PHA will not waive this policy.

### **D. RECORD KEEPING**

A written record of every termination and/or eviction shall be maintained by the PHA at the development where the family was residing, and shall contain the following information:

Name of resident, number and identification of unit occupied;

### **E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]**

If the PHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

## Chapter 14

### COMPLAINTS, GRIEVANCES AND APPEALS

[24 CFR Part 966 Subpart B]

#### **INTRODUCTION**

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies to be used when families disagree with a PHA decision. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

Grievances shall be handled in accordance with the PHA's approved Grievance Procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

#### **A. COMPLAINTS**

The PHA will respond promptly to all complaints.

Each complaint regarding physical condition of the units may be reported by phone to the Anonymous complaints are checked whenever possible. The PHA does require that complaints be put in writing.

**Complaints from families.** If a family disagrees with an action or inaction of the PHA, complaints will be referred to the Executive Director. Complaints regarding the physical condition of the units may be reported by phone to the Housing Specialist.

**Complaints from staff.** If a staff person reports a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the **Executive Director**

**Complaints from the general public.** Complaints or referrals from people in the community in regard to the PHA or a family will be referred to the Housing Specialist first and second to the Executive Director.

Anonymous complaints will be checked whenever possible.

#### **B. APPEALS BY APPLICANTS**

Applicants who are determined ineligible, who do not meet the PHA's admission standards, or where the PHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal review.

Applicants must submit their request for an informal hearing in writing to the PHA within 10 working days from the date of the notification of their ineligibility.

If the applicant requests an informal review, the PHA will provide an informal review within a reasonable period of time. The PHA will notify the applicant of the place, date, and time.

Informal reviews will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the informal review any documentation or evidence s/he wishes and the evidence along with the data compiled by the PHA will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within a reasonable period of time of the date of the hearing, the hearing officer will mail by first class mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedures for Public Housing tenants do not apply to PHA determinations that affect applicants.

### **C. APPEALS BY TENANTS**

Grievances or appeals concerning the obligations of the tenant or the PHA under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of the PHA, which is in effect at the time such grievance or appeal arises.

Tenants may request an appeal if they have a dispute with respect to a Housing Authority action or failure to act in accordance with the individual tenant's lease or PHA regulations that adversely affect the individual tenant's rights, duties, welfare, or status.

Tenants must submit their request for an informal hearing in writing to the PHA within 10 working days from the date of the notification of the grievable event.

If the tenant requests an informal hearing, the PHA will provide an informal hearing within a reasonable period of time of receiving the request. The PHA will notify the tenant of the place, date, and time of the informal hearing.

Management and Resident shall discuss any aspect of the proposed termination or grievable event. Resident may make such explanation or reply as he/she may wish. If the grievance is not resolved at the informal hearing, a summary shall be given to Resident and one retained in Resident's file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the grievance and the specific reasons therefor, the procedures by which a formal hearing may be obtained if Resident is not satisfied, and the time period for requesting such formal hearing.

A summary shall be prepared and delivered to the Resident and a copy retained in the Resident's file even when the Resident fails to attend the informal hearing. PHA will also provide with the summary a form by which Resident may request a formal grievance hearing, except in cases where Resident does not have a right to a formal grievance hearing. Any agreements reached at the informal hearing shall be put in writing and signed by the parties. One copy shall be provided to Resident and one copy shall be kept in Resident's file.

Formal hearings will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The tenant may bring to the hearing any documentation or evidence s/he wishes and the evidence along with the data compiled by the PHA will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within a reasonable period of time after the hearing, the hearing officer will mail a written decision by first class mail to the tenant and place a copy of the decision in the tenant's file.

The grievance procedures for Public Housing tenants do not apply to PHA determinations that affect tenants.

**D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"**

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the PHA hearing is pending but assistance to an applicant may be delayed pending the PHA hearing.

**INS Determination of Ineligibility**

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the PHA notifies the applicant or tenant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the PHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a PHA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in the "Grievance Procedures" section of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the PHA will:

Deny the applicant family.

Terminate the participant.

If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

## **E. GRIEVANCE PROCEDURES**

### **Definitions**

**Grievance.** Any dispute which a tenant may have with respect to a Housing Authority action or failure to act in accordance with the individual tenant's lease or PHA regulations that adversely affect the individual tenant's rights, duties, welfare, or status.

**Complainant.** Any tenant whose grievance is presented to the PHA or at the site/management office informally or as part of the informal hearing process.

**Hearing Officer(s).** A person or persons selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

**Tenant.** A lessee or the remaining head of household of any tenant family residing in housing accommodations owned or leased by the PHA.

**Elements of Due Process.** An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required.

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

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

Right of the tenant to be represented by counsel;

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

A decision on the merits of the case.

### **Applicability**

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ACOP  
March 2017-2021

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This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

Any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees, or

Any drug-related criminal activity *on* or *off* such premises.

## **Pre-Hearing Procedures**

### **Informal Conference Procedures**

Any grievance shall be presented orally or in writing to the PHA office or to the housing management office that sent the notice on which the grievance is based. Written grievances must be signed by the complainant. The grievance must be presented within a reasonable time, not past the 10th calendar day of the action or failure to act that is the basis for the grievance. It may be simply stated, but shall specify:

The particular grounds upon which it is based,

The action requested; and

The name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any.

The purpose of the initial discussion is to discuss and to resolve the grievance without the necessity of a formal hearing.

Within a reasonable period of time, a summary of this discussion will be given to the complainant by a PHA representative. One copy will be filed in the tenant's file.

The summary will include: names of participants, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained.

### **Dissatisfaction with Informal Conference**

If the complainant is dissatisfied with the proposed disposition of the grievance, s/he shall submit a written request for a formal hearing within 10 working days of the date of the summary of the informal hearing.

The request for a hearing must be presented to the PHA's administrative office.

The request must specify the reason for the grievance request and the relief sought.

### **Failure to Request a Formal Hearing**



If the complainant does not request a formal hearing within 10 working days, s/he waives his/her right to a hearing, and the PHA's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest the PHA's disposition in an appropriate judicial proceeding.

### Right to a Hearing

After exhausting the informal conference procedures outlined above, a complainant shall be entitled to a hearing before a hearing officer.

The head of household must attend the hearing.

If rescheduling of the hearing is necessary, the hearing must be rescheduled at least 5 days in advance of the scheduled hearing time or the complainant waives their right to a hearing.

If the complainant fails to appear within 15 minutes of the scheduled time, the complainant waives their right to a hearing.

The PHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. The PHA must be notified within 48 hours of the scheduled time if special accommodations are required.

### Selection of Hearing Officer

A grievance hearing shall be conducted by an impartial person or persons appointed by the PHA other than the person who made or approved the PHA action under review, or a subordinate of such person.

### Procedures to Obtain a Hearing

#### Informal Prerequisite

All grievances must be informally presented as a prerequisite to a formal hearing.

The hearing officer may waive the prerequisite informal conference if, and only if, the complainant can show good cause why s/he failed to proceed informally.

If the complainant complies with the procedures outlined above, a hearing shall be scheduled by the hearing officer within 10 working days at a time and place reasonably convenient to the complainant and the PHA.

A written notification of the date, time, place, and procedures governing the hearing shall be delivered to the complainant and the appropriate PHA official.

### Hearing Procedures

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

The opportunity to examine and to copy before the hearing, at the expense of the complainant, all documents, records and regulations of the PHA that are relevant to the hearing with at least a 24 hour notice to the legal department prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by the PHA at the hearing.

The PHA shall also have the opportunity to examine and to copy at the expense of the PHA all documents, records and statements that the family plans to submit during the hearing to refute the PHA's inaction or proposed action. Any documents not so made available to the PHA may not be relied upon at the hearing.

The right to a private hearing unless otherwise requested by the complainant.

The right to be represented by counsel or other person chosen as a representative. The right to have an interpreter if primary language is other than English.

The right to present evidence and arguments in support of the complaint, to controvert evidence presented by the PHA, and to confront and cross-examine all witnesses upon whose testimony or information the PHA relies, limited to the issues for which the complainant has received the opportunity for a formal hearing; and

The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the hearing officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.

If the complainant or PHA fail to appear at the scheduled hearing, the hearing officer may make a determination that the party has waived his/her right to a hearing.

Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.

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

The hearing shall be conducted as follows:

Informal: Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;

Formal: The hearing officer shall require the PHA, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the hearing official

to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The PHA arranges, in advance, in writing, for a transcript or audiotape of the hearing. Any interested party may purchase a copy of such transcript.

### **Decisions of the Hearing Officer**

The hearing officer shall give the PHA and the complainant a written decision, including the reasons for the decision, within a reasonable period of time following the hearing. The PHA will place one copy in the tenant files. The written decision will be sent to the address provided at the hearing.

The decision of the hearing officer shall be binding on the PHA which shall take all actions necessary to carry out the decision, unless the complainant requests Board action within 10 working days prior to the next Board meeting. The PHA Commissioners' decision will be mailed to the complainant with 10 working days following the Board meeting, and so notifies the complainant that:

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

The decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the PHA.

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

PHA Administrative Office will maintain a log of hearing officer decisions and make the log available to the hearing officer, prospective complainants and his/her representative upon request. At a minimum, the log must include: the date of the hearing decision, the general reason for the grievance hearing (failure to pay rent, community service and self-sufficiency noncompliance, etc.) and whether the decision was in the favor of the complainant or PHA.

### **Housing Authority Eviction Actions**

If a tenant has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a PHA notice of termination of tenancy, and the hearing officer upholds the PHA action, the PHA shall not commence an eviction action until it has served a notice to vacate on the tenant.

In no event shall the notice to vacate be issued prior to the decision of the hearing officer having been mailed or delivered to the complainant.

Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, whichever is later, appropriate action will be brought against the complainant. The complainant may be required to pay court costs and attorney fees.

## Chapter 15

### FAMILY DEBTS TO THE PHA

#### **INTRODUCTION**

This Chapter describes the PHA's policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties.

When families owe money to the PHA, the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to:

Requests for lump sum payments

Civil suits

Payment agreements

Collection agencies

Credit bureaus

Income tax set-off programs

#### **A. PAYMENT AGREEMENT FOR FAMILIES**

A Payment Agreement as used in this Plan is a document entered into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

The maximum amount for which the PHA will enter into a payment agreement with a family is Two Thousand Dollars (\$2,000.00).

The maximum length of time the PHA will enter into a payment agreement with a family is 12 months.

The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family's monthly adjusted income.

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA,

include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

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

**Late Payments**

A payment will be considered to be in arrears if:

The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment agreement is in arrears, the PHA will:

Require the family to pay the balance in full

If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears:

The family will be required to pay the balance in full prior to the unit transfer.

**Payment Schedule for Monies Owed to the PHA**

Initial Payment Due is the third Friday of the month following the execution of the Stipulation Agreement and the third Friday each month thereafter until the Stipulation is paid in full.

<u>(% of Total Amount)</u>	<u>Amount Owed</u>	<u>Maximum Term</u>
[ ___% to ___% ]	0 - \$500	3 - 6 months
[ ___% to ___% ]	\$501 - \$1,000	6 - 10 months
[ ___% to ___% ]	\$1,001 - \$2,500	12 - 18 months

There are some circumstances in which the PHA will not enter into a payment agreement. They are:

If the family already has a payment agreement in place.

**Guidelines for Payment Agreements**

Payment agreements will be executed between the PHA and the all adult household members in accordance with the State of Connecticut, Judicial Session, Housing Court stipulated agreements.

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Executive Director.

No transfer will be approved until the debt is paid in full unless the transfer is the result of the following causes, and the payment agreement is current: A natural disaster

### **Additional Monies Owed**

If the family has a payment agreement in place and incurs an additional debt to the PHA:

The PHA will not enter into more than one payment agreement at a time with the same family.

If a payment agreement is in arrears more than 1 day, any new debts must be paid in full.

### **B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION**

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

### **Family Error/Late Reporting**

Families who owe money to the PHA due to the family's failure to report increases in income at the annual recertification will be required to repay in accordance with the guidelines in the Payment Section of this Chapter.

### **Program Fraud**

Families who owe money to the PHA due to program fraud will be required to repay it in accordance with the payment procedures for program fraud, below.

If a family owes an amount which equals or exceeds \$2,000.00 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the PHA will refer the case for criminal prosecution.

### **Payment Procedures for Program Fraud**

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

The maximum time period for a payment agreement will be 12 months.

The minimum monthly payment will be one-twelfth.

### **C. WRITING OFF DEBTS**

Debts will be written off if: The debtor's whereabouts are unknown and the debt is more than 90 days old.

**D. PHA- CAUSED ERRORS OR PROGRAM ABUSE**

The PHA will not be considered out of compliance when making annual income determinations solely due to de minimis errors in calculating family income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income (\$360 in annual income) per family.

PHAs must take corrective action to credit or repay a family if the family was overcharged rent, including when PHAs make de minimis errors in the income determination. Families will not be required to repay the PHA in instances where the PHA miscalculated income resulting in a family being undercharged for rent.

The PHA will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error, staff program abuse or a de minimis error. Any amount under twelve months of the family's current rental amount may be reimbursed through a monthly credit. Any amount of overpayment exceeding twelve months will be refunded in a lump sum.



## Chapter 16

### COMMUNITY SERVICE

[24 CFR Part 960 Subpart F and 24 CFR 903.7(l)]

#### INTRODUCTION

##### **A. REQUIREMENT**

Each adult resident of the PHA shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for 8 hours per month; or

Perform 8 hours per month of combined activities (community service and economic self-sufficiency program) or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification.

##### **B. EXEMPTIONS**

The PHA shall provide an exemption from the community service requirement for any individual who:

Is 62 years of age or older;

Is a blind or disabled individual, as defined under section 216[i][1] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;

Is engaged in a work activity as defined in section 407[d] of the Social Security Act;

Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

Is in a family receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program (including the Supplemental Nutrition Assistance Program (SNAP)) of the State in which PHA is located, including State administered welfare-to-work and who are in compliance with that program., and has not been found by the State or other administering entity to be in noncompliance with such program.

The PHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.

The PHA will permit residents to change exemption status during the year if status changes.

**C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM**

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by HUD as: Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.

These economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

In addition to the HUD definition above, the PHA definition includes any of the following:

Participating in the Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan.

Other activities as approved by the PHA on a case-by-case basis.

IDA (Individual Development Account) participants.

The PHA will give residents the greatest choice possible in identifying community service opportunities.

The PHA will consider a broad range of self-sufficiency opportunities.

**D. ANNUAL DETERMINATIONS**

For each public housing resident subject to the requirement of community service, the PHA shall, at least 30 days before the expiration of each lease term, review and determine the compliance of the resident with the community service requirement.

Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

The PHA will verify compliance annually. If qualifying activities are administered by an organization other than the PHA, the PHA will obtain verification of family compliance from such third parties.

Family members will not be permitted to self-certify that they have complied with community service requirements.

**E. NONCOMPLIANCE**

If the PHA determines that a resident subject to the community service requirement has not complied with the requirement, the PHA shall notify the resident of such noncompliance, and that:

The determination of noncompliance is subject to the administrative grievance procedure under the PHA's Grievance Procedures; and

Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed, and

The PHA may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the PHA enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program for or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

The head of household and the noncompliant adult must sign the agreement to cure.

### **Ineligibility for Occupancy for Noncompliance**

The PHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the community service requirement and failed to comply with the requirement.

#### **F. PHA RESPONSIBILITY**

The PHA will ensure that all community service programs are accessible for persons with disabilities.

The PHA will ensure that:

The conditions under which the work is to be performed are not hazardous;

The work is not labor that would be performed by the PHA's employees responsible for essential maintenance and property services; or

The work is not otherwise unacceptable.

#### **G. PHA COMMUNITY SERVICE REQUIREMENT**

The PHA will contract to a number of third parties to administer the community service program. Contractors will be chosen to perform the following functions:

Case management and monitoring

Placement in community service positions

Liaison to volunteer agencies

Drug and alcohol counseling

Community service activities in public housing developments