

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY  
HOUSING AUTHORITY OF SAN ANGELO**

HASA: 1/2019

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# **Admissions and Continued Occupancy Policy Housing Authority of San Angelo**

## **I. PURPOSE**

This Admissions and Continued Occupancy Policy (ACOP) is established in order that the Housing Authority of San Angelo, Texas (HASA) will meet its responsibilities pursuant to the United States Housing Act of 1937, as amended, Title VI of the Civil Rights Act of 1964 and all other civil rights requirements, regulations publicized by the U. S. Department of Housing and Urban Development (HUD), the Annual Contributions Contract (ACC) between the Housing Authority and HUD, and State and local laws, with respect to admission and occupancy of the Public Housing (PH) Program.

This ACOP governs admission and occupancy of PH administered by the HASA. It is the intent of the HASA to ensure decent, safe and sanitary housing for families of limited income in all PH units owned or operated by the HASA under the United States Housing Act of 1937, as amended. It is the intent of the HASA to provide a suitable living environment which fosters economic and social diversity and upward mobility. The HASA will periodically review this ACOP to assure compliance with housing legislation and civil rights requirements.

## **II. COMPLIANCE WITH CIVIL RIGHTS LAWS**

### **A. Complying with Civil Rights Laws**

1. Civil rights laws protect the rights of applicants and tenants to equal treatment by the HASA in operating its programs. It is the policy of the HASA to comply with all Civil Rights laws now in effect and subsequently enacted, including, but not limited to:
  - a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex; 24 CFR § 1 and 100
  - b. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 Housing and Community Development Act (HCDA) and the Fair Housing Amendments Act of 1988), that extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination; 24 CFR § 100
  - c. Executive Order 11063
  - d. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; 24 CFR § 8
  - e. Age Discrimination Act of 1975, which establishes certain rights of the elderly; 24 CFR § 146

- f. Title II of the Americans with Disabilities Act (ADA), otherwise Section 504 and the Fair Housing Amendments (Title II deals with common areas and public space, not living units.)
  - g. “Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity” (regulations published 2/3/12--24 CFR § 5.105(a) (2))
  - h. Violence Against Women Act (VAWA) of 2005 and 2013 reauthorization
  - i. Any applicable State laws or local ordinances.
2. HASA shall not discriminate because of race, color, national origin, sex, religion, familial status, disability, actual or perceived sexual orientation, or gender identity in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under the HASA’s jurisdiction covered by a PH ACC Contract with HUD. 24 CFR § 100
  3. HASA shall not deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on their attributes and behavior. 24 CFR § 960.203(a)
  4. HASA will work to affirmatively further fair housing and to remove barriers to housing choice by members of protected classes.
  5. HASA will offer units only in the order prescribed by this ACOP. Any other method violates the rights of applicants.

**B. Reasonable Accommodations**

1. HASA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide “reasonable accommodations” to applicants and tenants if they or any family members have a disability. 24 CFR § 8.4
2. A reasonable accommodation is a modification or change the HASA can make to its apartments, buildings, or methods and procedures that will assist an otherwise eligible applicant with a disability to take full advantage of and use the HASA’s programs, including those that are operated by other agencies in HASA-owned public space. 24 CFR § 8.20
3. An accommodation is not reasonable if it: 24 CFR § 8.21(b) and 24 CFR § 8.24(a) (2)
  - a. Causes an undue financial and administrative burden; or

- b. Represents a fundamental alteration in the nature of the HASA's program.
4. Subject to the undue burdens and fundamental alterations tests, the HASA will correct physical conditions or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the HASA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, the HASA shall comply with all requirements and prohibitions in applicable law. 24 CFR § 8.4
5. Facilities and programs used by applicants and tenants shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the HASA has such facilities) will be usable by tenants with a full range of disabilities. If HASA offers such facilities, and none is accessible, some will be made so, subject to the undue financial and administrative burden test. 24 CFR § 8.2
6. Documents and procedures used by applicants and tenants will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. 24 CFR § 8.6
7. Examples of reasonable accommodations include, but are not limited to: 24 CFR § 8.4
  - a. Making alterations to a HASA apartment to make it fully accessible so it could be used by a person in a wheelchair;
  - b. Transferring a tenant, at the HASA's expense, who needs a fully accessible unit, from a unit that cannot be made accessible to an accessible unit;
  - c. Widening the door of a community room or public restroom so a person in a wheelchair may use the facility;
  - d. Adding or altering apartment or building features so they may be used by a family member with a disability, including, but not limited to;
    - 1) Installing strobe-type flashing light smoke detectors and flashing light/doorbell for a family with a hearing impaired member
    - 2) Adding structural grab bars in the bathroom
    - 3) Changing the doorknobs to lever-type door handles
    - 4) Installing a magnifier over the thermostat

- 5) Switching the bathtub to a shower
- 6) Lowering the peephole on the door
- e. Permitting a family to have an assistance animal (medically-verified need for and not subject to the HASA Pet Policy) for a family member with a disability. 24 CFR § 960.705
- f. Making sure that the HASA processes are understandable to applicants and tenants with sensory or cognitive impairments, including, but not limited to: 24 CFR § 8.6
  - 1) Making large type documents, Braille documents, cassettes, CDs or a reader available to an applicant or tenant with a vision impairment during interviews or meetings with HASA staff
  - 2) Using personal visits, interviews or telephone calls to convey information to an applicant or tenant who cannot read
  - 3) Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with HASA staff
  - 4) Permitting an applicant or tenant to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with the HASA, if the individual desires such representation
  - 5) Permitting an outside agency or individual to assist an applicant with a disability to meet the HASA's applicant screening criteria
- g. To meet the standard of HUD's definition of "Qualified Individual with a Disability" a family head or other member with a disability must still be able to meet essential obligations of tenancy. They must be able: [24 CFR § 8.3]
  - 1) To pay rent and other charges (e.g. utility bills) as required by the Lease in a timely manner
  - 2) To care for and avoid damaging the apartment and common areas; to use facilities and equipment in a reasonable way
  - 3) To create no health or safety hazards, and to report maintenance needs
  - 4) To not interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others

- 5) To not engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or staff, and to not engage in drug-related criminal activity
- 6) To comply with necessary and reasonable rules and program requirements of HUD and the HASA

There is no requirement that they be able to do these things without assistance.

- h. If an applicant or tenant family member needs assistance with one of the essential obligations of tenancy, HASA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. 24 CFR § 8.20
- i. If an applicant or tenant receives a referral to an agency or individual who can assist the applicant or tenant with complying with the essential obligations of tenancy, the applicant or tenant is not obligated to accept the service. If refusing service results in a Lease violation, the HASA may terminate the Lease. 24 CFR § 8.2
- j. An applicant or tenant family with a member, who has a disability and needs or wants a reasonable accommodation, may request it at any time. 24 CFR § 8.20
- k. Any reasonable accommodation request that requires a certified verification must be submitted directly to the HASA by the qualified person making the certification.
- m. If an applicant or tenant would prefer not to discuss their disability with the HASA, that is their right.

### C. Limited English Proficiency (LEP)

1. From time to time, the HASA will survey applicants and tenants to track the languages in which they are most proficient and to determine the languages into which HASA materials should be translated.
2. All forms, written materials, and recorded voice mail messages used to communicate with prospective applicants and tenants shall be available in any language spoken by 5% of the eligible population within the HASA jurisdiction. This includes documents related to intake, marketing, outreach, certification, re-examination and inspections. Translation of other documents, if needed, can be provided orally.
3. Applicants and tenants with low English comprehension may furnish an interpreter to assist in communication with HASA personnel. When an

applicant or tenant needs interpretation services and a staff member of the HASA speaks the language needed, the staff member will provide translation services with permission from the applicant or tenant.

4. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the HASA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.

### **III. AFFIRMATIVE MARKETING**

- A. It is the policy of the HASA to conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. All marketing efforts will include outreach to those least likely to apply. [24 CFR § 960.103(b)]  
Outreach efforts will take into consideration:
  1. The number of vacant units
  2. Availability of units through turnover
  3. Waiting list characteristics
- B. The HASA will periodically assess the factors in order to determine the need and scope of any marketing efforts.
- C. All marketing and informational materials will:
  1. Comply with the Fair Housing Act requirements with respect to the Equal Housing Opportunity logo and use of nondiscriminatory language [24 CFR § 109.30 (a)];
  2. Describe the housing units, application process, waiting list, priority system and eligibility accurately;
  3. Will be in plain language and will use more than strictly English language print media;
  4. Will target all agencies that serve and advocate for potential applicants;
  5. Will make clear who is eligible: low income individuals and families, working and non-working people, as well as, the elderly and disabled.
  6. Will make clear that it is the HASA's responsibility to provide reasonable accommodations to people with disabilities.

#### **IV. ELIGIBILITY FOR ADMISSION**

- A. It is the HASA's policy to admit only qualified applicants.
- B. An applicant is qualified if they meet all of the following criteria:
  - 1. Is a family as defined in Section XXIX of this ACOP;
  - 2. Is a family that meets the HUD requirements on citizenship or immigration status; (24 CFR § 5.500 - 5.528)
    - a. A family is not eligible for full housing assistance unless every member of the family in the unit is determined to be either a U. S. citizen or have eligible immigrant status as defined by the regulations.
    - b. A mixed family (in which one or more family members are determined to be ineligible on the basis of immigration status) may be eligible for prorated assistance.
  - 3. Has an annual income (as defined in Section XXIX) at the time of admission that does not exceed the low income limits for occupancy established by HUD and posted separately in the HASA office.
  - 4. Provides a documented Social Security Number (SSN) for all family members. (24 CFR § 5.216)
  - 5. Meets or exceeds the applicant suitability screening set forth in Section X of this ACOP (24 CFR § 960.205), including attending and successfully completing a HASA preoccupancy orientation.
  - 6. Is not already adequately housed in any HASA-owned dwelling unit.
  - 7. Owes no money to the HASA or any other housing authority in connection with any Federal housing program.

#### **V. APPLICATIONS FOR ADMISSION**

- A. General Conditions
  - 1. Under no circumstances will anyone be denied the right to request or submit an application for housing, unless the HASA has publicly announced the temporary closing of all or part of the waiting list (see Section VIII).
  - 2. A completed application will be obtained from all applicants seeking admission to housing. Applications will be accepted online at [www.sanangelopha.com](http://www.sanangelopha.com). The application will be marked with the date and time and will immediately be placed on the waiting list, which is subdivided according to number of

bedrooms and type (elderly/non-elderly). Applications must be renewed online every six months. Applications may be renewed up to seven calendar days early, but may not be renewed after the renewal date. If the applicant fails to renew, the application will be removed from the waiting list and the applicant must re-apply.

3. No application will be accepted by mail or in person, unless special arrangements are requested and approved by the HASA, based on a person's disability or other extenuating circumstance that would prevent the applicant from completing the application online. Applications received by mail will be placed on the waiting list based on the date/time received.
4. Every applicant who submits a completed application online will immediately be placed on the waiting list, regardless of whether or not the applicant initially appears eligible.
5. At the time the applicant comes to the top of the waiting list, the HASA staff will schedule a Preliminary Briefing and mail a notice of the briefing date and time. The applicant will receive a verification checklist advising them of everything that they need to bring to the briefing.
6. The Preliminary Briefing will consist of the following:
  - a. Certification Form
  - b. Criminal Background Screening
  - c. The HASA Authorization for the Release of Information
  - d. Citizenship Declaration Form/Certification of Non-eligible Immigrant Status(If Applicable)
  - e. Authorization for Release of Information/Privacy Act Notice, HUD- 9886.
  - f. Debts Owed EIV, HUD-52675
  - g. RHIP-What you should know about EIV
  - h. Rental/Residential History
  - i. Tenant Release and Consent for Tenant Tracker Screening
  - j. The HASA Homelessness Status form
  - k. Supplemental and Optional Contact Information for HUD, HUD- 92006
7. At the Preliminary Briefing, the family will complete and sign the certification packet, sign all authorizations/releases, and provide all verifying documents. Applicants will have 10 calendar days to return all other requested

documentation unless otherwise specified on the verification checklist. It is important that enough information is obtained to make a determination of eligibility. If an applicant fails to return all requested documents, their application will be removed from the waiting list and they will be required to re-apply.

**B. Determination of Eligibility**

1. Within approximately 60 calendar days following the Preliminary Briefing, a full review of the applicant's file will take place to determine eligibility for all family members based on the reported information and verifications. The HASA will verify household composition, all income/assets/deductions reported, national and local criminal background of all household members 18 years of age or older, and rental history via tenant tracker and 3<sup>rd</sup> party verification from previous landlords of all household members 18 years of age or older.
2. HASA staff will review internal records and HUD's Debts Owed module to determine if an applicant has participated in any programs administered by the HASA or any other Housing Authority (HA) and owes a debt for unpaid rent, damages, vacancy loss, or other charges. Such an applicant will not be determined eligible until proof of the balance is paid in full.

**C. Applicant Determined Eligible**

1. Eligible applicants will be notified in writing or by telephone, of the following:
  - a. an approximate date a unit will be available for the applicant based on the history of availability for the required size unit.
  - b. The HASA staff will keep possession of eligible applicant files for no more than 6 months while awaiting a unit. If no unit is available within 6 months, applicant documents will be destroyed and the application will be placed back on the waiting list according to the original date/time of the application. Applicants must continue to renew their application online until they are housed.

**D. Applicant Determined Ineligible**

1. An applicant who is determined to be ineligible as a result of the verification process will be notified in writing in accordance with Section XI of this ACOP.

**VI. ADMISSION PRIORITIES AND SPECIAL CIRCUMSTANCES**

**A. De-concentration and Income Targeting**

In its assignment of units, the HASA will, to the maximum extent possible, avoid concentration of the most economically and socially deprived families in any one or all

of its developments, in an attempt to achieve a broad range of incomes.

1. Applicants will be grouped according to the following priorities based on income ranges:
    - a. Priority 1: Families with incomes between 0% and 30% of the area median income (AMI)
    - b. Priority 2: Families with incomes between 31% and 80% of the AMI (target is 60% of admissions).
  2. As required by the *Quality Housing Responsibility Act of 1998*, at least 40% of the families admitted during the fiscal year must be admitted from Priority 1. In order to ensure that at any given time the HASA has not fallen below the required 40%, the following test will be performed prior to each new admission:
    - a. Determine total number of admissions since start of the fiscal year
    - b. Add one to this total (the applicant about to be housed)
    - c. Determine number of families housed to-date with incomes at or below 30% of median
    - d. Divide c by b
      - 1) If the result is .40 or greater, next admission may have an income greater than 30%
      - 2) If the result is less than .40, the next admission must have an income at or below 30% of median.
  3. In order to prevent or correct concentrations of the lowest income families in any one project or portion of project, the HASA may skip over a Priority 1 family on the waiting list in order to house a Priority 2 family with higher income.
- B. When selecting a family for a unit in housing designated for elderly families, the HASA will give a priority to elderly and near elderly; in housing designated for disabled families, only disabled families will be admitted.
- C. When selecting a family for a unit with accessible features, the HASA will give priority to families that include disabled persons who can benefit from the unit's features.
- D. If there are no applicant families who require an accessible unit, the HASA will house a family who does not need an accessible unit subject to the Tenant Selection and Assignment Plan described in section XII of this ACOP. Any non-disabled family in an accessible unit will be required to move so that a family needing the unit can lease the unit.
- E. Over-Income Families: If there are vacant units and there is no one on the waiting list:

1. The HASA will advertise the availability of the unit for 30 days in the local newspaper.
  2. A family wanting to lease the unit may do so on a month to month basis until an eligible family applies.
  3. If an over-income family becomes available to fill the unit before the advertising period is up, the HASA will move the family into the unit immediately.
  4. A market rate rent will be charged for the unit.
  5. When an eligible family becomes available, the over-income family will be given a 30 day notice to vacate.
- F. If it is necessary to increase security within a project, the HASA may rent a unit to a police officer who is not otherwise eligible.
1. Rent and terms of the Lease will be negotiated between the HASA and the officer.
  2. Officer must be employed full-time as a professional officer licensed by a Federal, State, or local government agency.

## VII. OCCUPANCY STANDARDS

- A. It is the HASA's policy that units should be occupied by families of the appropriate size. This ACOP maintains the usefulness of the units while preserving them from excessive wear and tear.
- B. The following table indicates unit size, determined by the number of bedrooms in the unit, and the minimum and maximum number of persons permitted to reside in that unit. This table will govern the number of bedrooms required to accommodate a family of a given size and composition:

**Occupancy Guidelines**

<u>Number of Bedrooms</u>	<u>Minimum</u>	<u>Maximum</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

- C. Families may choose to be placed on the waiting list for a unit one bedroom size smaller than designated on the chart. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.
- D. Under the minimum number of persons per unit standard, generally two people will

share a bedroom, except that units will be so assigned that:

1. It will not be necessary for persons of different generations or opposite sex, other than couples, to occupy the same bedroom except at the request of the family.
  2. Exceptions to these standards may be made in the case of reasonable accommodations for a person with disabilities.
  3. An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit.
  4. In determining unit size, the HASA will consider a child who is temporarily away from home because of placement in foster care, kinship care or away at school.
  5. Two children of the opposite sex will not be required to share a bedroom except at the request of the family. Two children of the same sex are expected to share a bedroom, regardless of their ages, unless they are of a different age group. The HASA has determined age groups to be pre-school, elementary, middle school, and high school. For example, a middle school aged female will not be required to share a bedroom with a pre-school aged female.
  6. The living room or dining room will not be considered as a bedroom when determining the minimum size unit for which a family qualifies.
  7. A single head of household parent will not be required (but may choose) to share a bedroom with their child.
  8. A live-in aide may be assigned a bedroom.
  9. For verified reasons of medical or health conditions, a separate bedroom may be provided for an individual family member.
  10. A single person who is not elderly, disabled, displaced, or the remaining member of a tenant family, may not be placed in a larger than one bedroom unit.
- E. At the discretion of the HASA, families may be permitted to exceed the maximum as shown on the chart when the family requests such occupancy, and when the HASA determines that the unit in question is large enough.
- F. In any case, no larger unit will be held vacant due to lack of an appropriate sized family on the waiting list, if it is not financially feasible to do so.
- G. In assigning unit sizes, the HASA will take into account different cultural standards, length of time the family would have to wait for smaller versus larger units, and the age, relationship, and sex of family members.

## VIII. WAITING LIST

### A. General Management

1. It is the policy of the HASA to administer its waiting list as required by the regulations at 24 CFR § 960.
2. The HASA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. The HASA may open or close the list by unit size or type available.
3. At the time of initial application, the HASA will advise families of their responsibility to notify the HASA when their circumstances, mailing address, or phone numbers change.
4. If the head of an applicant household dies while the family is on the waiting list, and the family includes another adult, the remaining adult on the application must report the death of the applicant within 30 days and request to be named the new applicant. The HASA will change the application once the written request has been received.
5. Applicants whose family size or composition changes while on the waiting list will be able to change their application in accordance with the following policy:
  - a. Children who have been added to the family through birth, adoption, or court awarded custody to people already listed on the application will be added;
  - b. Individuals who can document that they need a live-in aide (even though not included on the original application) will be permitted to add the live-in aide;

### B. Closing the Waiting List

1. Decisions about closing the waiting list will be based on:
  - a. The number of applications available for a particular size and type of unit,
  - b. The ability of the HASA to house an applicant in an appropriate unit within a reasonable period of time.
2. Decisions to close the waiting list, restrict intake, or open the waiting list will be publicly announced.
3. During the period when the waiting list is closed, the HASA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

4. When the waiting list is closed or re-opened, a sign will be placed in the lobby (*office, window*), posted online, and an advertisement will be placed in the newspaper. The sign and ad will indicate which parts of the waiting list are affected (program, type and bedroom size).

C. Removal of Applications from the Waiting List

1. The HASA will remove an applicant's name from the waiting list under the following circumstances:
  - a. The applicant requests, in writing or online, that their name be removed.
  - b. The applicant has failed to advise the HASA of their continued interest in being on the waiting list. The HASA requires applicants to renew their online application every six months until they are housed, subject to reasonable accommodation for persons with disabilities. This includes advising the HASA of any changes in family status, priority status, or in physical or mailing address, by updating their application online.
  - c. The HASA has made reasonable efforts to contact the applicant to schedule a preliminary briefing and the applicant has failed to respond. In this case, the HASA will notify the applicant in writing or by telephone that they have 10 days within which to reschedule the preliminary briefing. If the applicant fails to respond within that period, the application will be removed from the waiting list.
  - d. The applicant has failed to pay an outstanding balance owed to the HASA.
  - e. The applicant attended the preliminary briefing and failed to return required documents within the time frame specified on the verification checklist, not to exceed 60 days.
  - f. The applicant has been determined ineligible and has exhausted the denial process.
  - g. The HASA has determined that the applicant provided false information on the application.
  - h. The applicant accepts an offer and is housed.
2. The HASA will consider mitigating circumstances in determining if the application should be removed from the waiting list.

## IX. VERIFICATIONS

### A. General Policies

1. As families approach the top of the waiting list, they will receive a written invitation to a preliminary briefing. After the preliminary briefing, the HASA will begin to verify the following items according to the HASA's Verification Procedures, and in accordance with verification guidance provided by HUD in PIH Notice 2004-0, 1 and any subsequent guidance issued by HUD.
  - a. Family composition and type.
  - b. SSN of all family members.
  - c. Citizenship or eligible immigration status.
  - d. Annual income.
  - e. Assets and asset income.
  - f. Deductions from income.
  - g. Information used in applicant screening.
2. Verification procedures will be modified as needed to accommodate persons with disabilities.
3. The HASA will handle information obtained through the verification process in accordance with the HASA's Records Management Policy.
4. Applicants/tenants will not be charged for any cost related to verification of information.
5. Consent Forms: Applicants must cooperate fully in obtaining or providing the necessary verifications.
  - a. All adult applicants must sign form HUD-9886, Authorization for Release of Information. The purpose of this form is to facilitate automated data collection and computer matching from specific sources. This form covers only release of information on earned income and unemployment income to the HASA and IRS/SSA information to HUD.
  - b. Only HUD is authorized to collect information directly from the IRS and the SSA.
  - c. Adult family members will be asked to sign a HASA release to allow for collecting information to determine the family's eligibility and level of assistance.

- d. If any family member who is required to sign a consent form fails to do so, the HASA will deny admission to applicants and terminate assistance of existing tenants.
6. The HASA is authorized by HUD to use five methods to verify family information, in the following order of priority
  - a. Up-front Verification, whenever available.
  - b. Third-Party Written Verification.
  - c. Third-Party Oral Verification.
  - d. Review of Documents.
  - e. Self-Certification.
7. When up-front verification is not available, the HASA will diligently seek third-party verifications using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely manner. (24 CFR § 960.259(c) (1))
8. The HASA will document the reasons when the HASA uses a lesser form of verification than third-party.
9. When Third-Party Verification is not required
  - a. When legal documents are the primary source, such as birth certificates or court orders.
  - b. The HASA will use review of documents instead of third-party verification when the market value of an asset is less than \$5000 annually and the family has original documents that support the declared amount. This method will also be used as verification of assets disposed of for less than fair market value.
  - c. When it is known that an income source does not have the ability to provide written or oral third-party verification, e. g., the source's privacy rules prohibit the source from disclosing information; the HASA will rely on viewing of documents.
  - d. The HASA will determine that third-party verification is not available when there is a service charge for verifying an asset or expense and the family has original documents that provide the necessary information. If the family cannot provide the original documents, the HASA will pay the service charge required, unless it is not cost effective. (Cost of postage

and envelopes to obtain third-party verifications is NOT considered unreasonable cost.)

10. Self-Certification/Notarized Statements

- a. The HASA may require a family to certify that a family member does not receive a particular type of income or benefit.
- b. The self-certification must be made in a format acceptable to the HASA and must be signed by the family member whose information or status is being verified.
- c. Certifications must be signed in the presence of a HASA representative.

11. Verification Documents

- a. Any family-supplied documents used for verification may be original or photocopies, which are no more than 60 days old.
- b. Documents must not be damaged, altered or illegible
- c. The HASA will accept a document dated up to six months before the effective date of the family's re-examination, if the document represents the most recent scheduled report from a source, e.g., if the holder of a pension annuity provides semi-annual reports, the HASA would accept the most recent report.
- d. Print-outs from internet pages are considered original documents.
- e. Staff members who view an original document will make a photocopy, at no charge, and will return originals back to family.
- f. Family self-certifications must be made in a format acceptable to the HASA and must be signed in the presence of a HASA representative.

12. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the HASA followed all of the HASA's policies and procedures for verification. The documentation should allow a staff member or HUD reviewer to understand the process followed and conclusions reached.

13. Age of Verifications

- a. Only verified information that is less than 60 days old may be used for certification or re-certification.
- b. Verified information that is more than ninety 90 days old must be re-verified before the family is housed.

c. Verified information not subject to change, such as birth dates, need not be re-verified at re-examination.

14. All information provided to the HASA relating to incidents of domestic violence, dating violence, sexual assault, or stalking, will be retained in confidence by the HASA and will not be entered into any shared database or provided to a related entity, except to the extent that the disclosure is (i) requested or consented to by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or (iii) otherwise required by applicable law.

B. Social Security Numbers (SSN) (24 CFR § 5.210)

1. Families are required to provide a SSN for all family members prior to admission.
2. If a family member does not have the original Social Security card issued by the SSA, the HASA will accept photo identification and verification of the number from the Social Security Office.
3. If a child less than six years of age is added to the family in the six-month period prior to the household's date of admission, the documentation verifying the child's social security information must be supplied within 90 days of the date of admission. One additional 90-day extension may be approved, if the applicant's failure to meet the first timeline was outside of their control.

C. Citizenship Verification

Verification of citizenship or eligible immigration status will be carried out in accordance with the HASA's Verification Procedures.

1. In the case of a "Mixed Family" applicant, a member who is a non-citizen and is not claiming to have eligible status, must sign or must have another family member sign, a certification that they do not have eligible immigration status.
2. If no family member is determined to be a citizen or an eligible immigrant, the family will be denied assistance.
3. Restrictions on Denial, Delay, or Termination of Assistance  
Assistance may not be denied or delayed (or in case of re-examinations, reduced or terminated) on the basis of immigration status if:
  - a. Verification requests were submitted in a timely manner, but the U.S. Citizenship and Immigration Services (USCIS) have not completed the procedure.
  - b. The family member for who required evidence has not been submitted has moved from the assisted unit (*applicable to re-examinations*).

- c. The family member who is determined to be ineligible following the verification process has moved from the assisted unit (*applicable to re-examinations*).
- d. The USCIS appeals process has not been completed. (24 CFR § 5.514)
- e. Assistance is prorated according to 24 CFR § 5.520 for a mixed family.
- f. Assistance for a mixed family is continued in accordance with 24 CFR § 5.516 and 5.518 (*applicable to re-examinations*).
- g. Termination of assistance is deferred in accordance with 24 CFR § 5.516 and 5.518 (*applicable to re-examinations*).
- h. The informal hearing process has not been completed. (24 CFR § 5.514)

4. Denial or Termination of Assistance

Assistance *shall be denied* (or in the case of existing tenants, terminated) if:

- a. Evidence of citizenship and eligible immigration status is not submitted by the family within the required time frame or within any extension granted.
  - 1) Extensions may be granted, in writing, for no more than 30 days.
  - 2) Denial of extensions will also be in writing, with reasons provided.
- b. Evidence of citizenship and eligible immigration status was timely submitted, but USCIS verifications do not verify eligible immigration status, and:
  - 1) The family does not pursue USCIS appeal or informal hearing rights, or
  - 2) The USCIS appeal and informal hearing rights are pursued, but final decisions are against the family.
- c. The HASA determines that a family member has knowingly permitted another ineligible individual to reside, on a permanent basis, in the assisted unit, without the HASA's knowledge and without the assistance having been prorated. In such case, termination will be for a minimum of three years from the end of participation (EOP) date.

5. Notice of intent to Deny or Terminate. The notice shall state:

- a. That assistance may be denied or terminated and give the reason.
- b. That the family may be eligible for prorated assistance.
- c. In the case of an existing tenant, the criteria and procedures for obtaining relief under the provisions for preservation of families in 24 CFR 5.514 and 5.518.
- d. That the family has a right to request an appeal of the results to the USCIS and to submit additional documentation supporting the appeal.
- e. That the family has a right to request an informal hearing with the HASA either upon completion of, or in lieu of, the USCIS appeal.
- f. For applicants, that assistance may not be delayed until the conclusion of the USCIS appeal, but may be delayed during the pending of the informal hearing process.

6. Appeal to the U.S. Citizenship and Immigration Services

- a. After the HASA notifies the family of the results of the USCIS verification, the family has 30 days to appeal to the USCIS by sending the following:
  - 1) A cover letter indicating their request for an appeal of the verification results.
  - 2) Any additional documentation supporting the appeal and a copy of the verification results.
- b. The family must provide the HASA with a copy of the written request and proof of mailing.
- c. Within 30 days of receipt of the request, the USCIS will render a decision or notify the family of the reasons for any delay.
- d. Upon receipt of the USCIS decision, the HASA will notify the family of its right to request an informal hearing on the ineligibility determination.

7. Informal Hearing

- a. The family may request a hearing in lieu of a USCIS appeal or following it.
- b. If the family does not wish to appeal to the USCIS, they must request the informal hearing within 30 days of the notice of ineligibility determination based on immigration status by the HASA. If the family has appealed to the USCIS, then they must request the informal hearing

within 30 days of the USCIS appeal decision.

- c. The hearing will be conducted according to the HASA's informal hearing procedure as outlined in Section XI.
- d. The HASA will provide the family with a written final decision and the reasons for that decision, based solely on the facts presented at the hearing, within 10 business days of the date of the informal hearing.

8. Retention of documents

The HASA will retain for a minimum of five years all of the documents related to the USCIS appeal or informal hearing process. (24 CFR § 5.514)

## **X. APPLICANT SUITABILITY SCREENING**

A. It is the HASA's policy that all applicants will be screened in accordance with HUD regulations at 24 CFR § 960 and the HASA's screening procedures. All applicants who meet the following will be considered suitable for housing:

- 1. Past performance in meeting financial obligations, particularly rent, is satisfactory. Where nonpayment or late payment of rent has occurred, HASA will take into account extenuating circumstances, such as family illness, loss of job, etc., which may have caused the delinquency.
- 2. No record of disturbance of neighbors, destruction of property, or living or housekeeping habits that adversely affect the health, safety or welfare of other tenants. This includes alcohol abuse where the abuse results in behavior which interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
- 3. No history of legal eviction within the last 5 years.
- 4. No history of criminal activity involving crimes of physical violence to persons or property; possession, sale or use of illegal substances; or any other criminal acts that adversely affect the health, safety or welfare of themselves or other tenants.

B. Persons with Disabilities

The HASA may not compel any applicant to reveal information about the nature and extent of an applicant's disability as a routine part of the application process. However, the HASA may:

- 1. Ask all applicants whether they need any special features in their units or any other reasonable accommodation) because of a disability. To qualify for the special unit features or reasonable accommodation, the applicant must

document that the family includes someone who needs the unit features or the reasonable accommodation.

2. Ask all applicants whether the head, spouse, or co-head is a person with a disability for the purposes of qualifying the family for:
    - a. The disabled family deduction from income as set by HUD.
    - b. The deduction of non-reimbursed medical expenses, if a non-elderly family. Unless the head, spouse, or co-head is documented to be a person with a disability, the family cannot receive this deduction.
  3. Ask all applicants claiming unreimbursed disability expenses, so that the disabled individual or another member of the family may work, to provide documentation of the presence of a person with a disability.
- C. Sexual Orientation/Gender Identity: The HASA may not inquire about the sexual orientation or gender identity as a routine part of the application process. However, this prohibition does not prohibit lawful inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled.
- D. Criminal conduct indicating a demonstrable risk to tenant safety and/or property includes violent behavior, or threats of violence, with or without a weapon, or behavior that causes fear within a community. The HASA considers the nature, severity, amount of time that has passed since the criminal conduct, and evidence of rehabilitation. The following persons will be denied admission:
1. Persons who have been evicted because of drug-related criminal activity are ineligible for admission for a five year period beginning on the date of such eviction. This may be waived by the HASA if:
    - a. The person demonstrates successful completion of a rehabilitation program approved by the HASA, or
    - b. Circumstances leading to the eviction no longer exist, e.g., the individual involved in the drug-related activity is no longer in the household because the person has died or is imprisoned.
  2. Persons engaging in illegal use of a drug will be denied admission if:
    - a. The HASA determines that any household member is currently engaging in illegal use of a drug. The HASA defines "currently engaged in" if the person has participated in the behavior within the last six months or recently enough to justify a reasonable belief that the behavior is current.
    - b. If the HASA determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may

threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants.

3. Persons convicted of drug-related criminal activity for manufacture or production of methamphetamines on the premises of federally-assisted housing is permanently prohibited from admission.
  4. Persons convicted of drug-related criminal activity for manufacture or production of any controlled substance is prohibited from admission for five years.
  5. The HASA shall permanently deny admission to families if a member is required to register as a lifetime sex offender. The HASA will check State and National Sex Offender Registries, and may use the services of State and private agencies to ensure that such sex offenders are not admitted to the program. If any family member has been convicted as a sex offender, has an assigned time period to register (other than lifetime), and has been living in the community for a minimum of 10 years without evidence of re-offending, the HASA may consider allowing the family on the program.
  6. Persons who have demonstrated a pattern of alcohol abuse that may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants.
- E. Methods of screening: The HASA will screen applicant families according to the Screening Procedures.
1. Complete a rental history check on all applicants via Tenant Tracker and 3<sup>rd</sup> party verifications.
  2. Complete a criminal background check and sex offender search, according to the HASA's Criminal Screening Policy, on all applicants 18 years of age or older.
  3. Conduct personal interviews.
- F. In the event of receipt of any unfavorable information regarding conduct of the applicant or a household member of an applicant family, the HASA will give consideration to the time, nature and extent of the applicant's conduct, and to factors that predict future success in determining eligibility of the applicant. Factors to be considered will include:
1. Evidence of rehabilitation.
  2. Evidence of applicant family's participation or willingness to participate in social service or other appropriate counseling service programs and the availability of such program.

3. Evidence of the applicant's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
  4. Willingness to exclude a family member who falls into one of the categories in "D" above.
  5. Evidence of criminal activity relating to a domestic violence situation.
  6. An arrest, without additional data on criminal activity, will not be used to disqualify applicants.
- G. The HASA may, where a statute requires that the HASA prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.
- H. Misrepresentations: If misrepresentations on the application for admission are determined before the family is housed, the family will be denied housing. If misrepresentations result in housing an ineligible or unsuitable family, the family may be required to vacate even though currently eligible. If misrepresentation or failure to provide facts has resulted in payment of a lower Total Tenant Payment (TTP) than should have been paid, the family will be required to pay the difference between the TTP paid and the amount which should have been paid. In justifiable cases, the HASA may take such other action as deemed reasonable.

## **XI. INFORMAL HEARING FOR DENIALS**

- A. All applicants who fail to meet the eligibility criteria will receive a Notice of Denial and Right to Request an Informal Hearing letter informing them of the reason(s) for the denial and their right to request an Informal Hearing to challenge the HASA's position.
- B. If the HASA denial is based on criminal conviction records, the HASA will issue a Notice of Intent to Deny and include a copy of the criminal record prior to issuing the Notice of Denial. The applicant will have 10 calendar days to dispute the accuracy and/or relevance of the conviction record. The applicant may also provide documentation, such as completion certificates for anger management, drug education, attendance of group meetings, and reference letters from a parole/probation officer, clergy, employer, etc., to prove rehabilitation since the criminal conviction. If the criminal offense is not a mandated denial by HUD, the Property Manager has the option of approving the family if they feel that the offender has been rehabbed to the point of being able to follow the rules of the PH Program.
- C. If the applicant fails to dispute the criminal conviction record or does not provide any documentation to prove rehabilitation, the HASA will issue the Notice of Denial and Right to Request an Informal Hearing along with the Denial packet. The applicant will have 10 calendar days from the date on the Notice to submit the Informal Hearing Request Form to the HASA Property Manager.

- D. If the applicant fails to request the Informal Hearing, the denial will stand and the applicant's application will be removed from the Low Rent waiting list.
- E. If the applicant submits the Informal Hearing Request form within the required time frame, the Property Manager will forward the request and the denial packet to the Hearing Officer. The Hearing Officer will review the packet for completeness, and determine if the HASA has performed their due diligence. Based on the determination, the Hearing Officer may reject the hearing request and send the packet back to the Property Manager with a written explanation for the determination. If the Hearing Officer accepts the denial packet, an Informal Hearing will be scheduled within 10 business days and all parties will be notified in writing.
- F. During the hearing, both parties will be given an opportunity to ~~present~~ give verbal testimony, and question any witnesses. All parties must have been made aware of the witnesses and their testimony and given copies of all written evidence to be considered at the hearing at least three business days prior to the hearing.
- G. Hearings will proceed in a reasonably expeditious manner, and may be conducted by any person designated by the HASA, other than the person who made or approved the decision under review or a subordinate of that person. The Hearing Officer will provide all parties written notification of the final decision within 10 business days of the hearing by mail.
- H. If the denial is overturned, the application will remain on the waiting list.
- J. If the denial is upheld or the applicant fails to attend the Informal Hearing, the denial will stand and the application will be removed from the PH waiting list. A printed copy of the application and documents relevant to the denial will be kept on file for three years.

## **XII. TENANT SELECTION AND ASSIGNMENT**

- A. Policy
  1. Each applicant who submits an application will be placed on the Public Housing waiting list based upon the date and time the application is received.
  2. Applicants will be placed on the waiting list according to the type of unit and number of bedrooms needed.
  3. Exceptions will be permitted only to comply with court orders, Settlement Agreements, or when approved in advance by Fair Housing and Equal Opportunity.
- B. Method of Applicant Selection
  1. The HASA will first match the characteristics of the applicant to the unit

available, including size, type and special features of the unit (e.g., accessible) and any priorities for admission required for designated or mixed population housing.

2. Further, in the selection of a family for a unit with accessible features, the HASA will give priority to families that include a person with disabilities who can benefit from the unit features. (24 CFR § 8.27)

### C. Assignment Plan

1. The selection and assignment of applicants to suitable housing will assure equal opportunity and nondiscrimination on grounds of race, color, sex, sexual orientation, gender identity, religion, age, familial status, national origin, or disability.
2. Each qualified applicant is made up to two offers of a unit of appropriate size, according to the date and time of the application. If more than one unit of the appropriate size is available, the first unit offered will be the one that will be ready for occupancy first.
3. The applicant has two working days from the date the offer is made (by phone, registered mail or the method of communication designated by the applicant) to accept the offer.
4. If the applicant does not accept the second offer within two working days, the applicant will be removed from the waiting list.
5. If an applicant is willing to accept the second unit offered but is unable to move at the time of the offer, and can provide proof that moving will result in undue hardship or handicap, the applicant will remain on the waiting list and will be eligible for one additional offer.
6. Examples of acceptable reasons for refusal of an offer include, but are not limited to:
  - a. Inaccessibility to source of employment, education, job training, day care, special schools for disabled children, etc.
  - b. Presence of lead based paint in the unit offered when the applicant has children under the age specified by current law.
  - c. Verified reasons the location would place a family member's life, health or safety in jeopardy.
  - d. A health professional verifies temporary hospitalization or recovery from an illness or need for a live-in aide to care for the principal household members.

- e. Unit is inappropriate for applicant's disabilities or the family does not need the accessible features offered by the unit and does not want to be subject to a 30-day notice to move.

D. Dwelling Units with Accessible/Adaptable Features

- 1. Before offering a vacant accessible unit to a non-disabled applicant, the HASA will offer such units:
  - a. First, to a current occupant of another unit of the same development, or other public housing development under the HASA's control, having a disability that requires special features of the vacant unit (transfer).
  - b. Second, to an eligible applicant on the waiting list having a disability that requires the special features.
- 2. When offering an accessible/adaptable unit to a non-disabled applicant, the HASA will require the applicant to sign an agreement to move to an available non-accessible unit within 30 days when either a current tenant or an applicant needs the features of the unit. This requirement will be reflected in the Lease agreement signed with the applicant.

E. Initial intake, waiting list management, screening and offers of housing will be made from the HASA office. The HASA will maintain a record of units offered, including location, date and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.

F. Transfers will be permitted according to the HASA's transfer policy described in Section XVII.

### **XIII. LEASING (24 CFR § 966)**

A. It is the HASA's policy that all units must be occupied pursuant to a Lease that complies with HUD's regulations. (24 CFR § 966)

B. The HASA shall utilize a Lease, incorporated into this ACOP by reference. The Lease:

- 1. Does not contain unreasonable terms and conditions.
- 2. Obligates the HASA to maintain the development in a decent, safe and sanitary condition.
- 3. Requires the HASA to give adequate written notice of termination of the Lease which will be:
  - a. 14 days in the case of nonpayment of rent or chronic late payment of rent.

- b. A reasonable period of time, as little as three days but not to exceed 30 days, considering the seriousness of the situation.
    - 1) If the health or safety of other tenants, HASA employees or persons residing in the immediate vicinity of the premises is threatened; or
    - 2) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
    - 3) If any member of the household has been convicted of a felony.
  - c. 30 days in any other case
4. Requires that the HASA may not terminate the tenancy except for serious and repeated violations of the terms or conditions of the Lease or for other good cause.
  5. Shall state that at the second annual re-examination, the HASA may terminate the tenancy for noncompliance with the Community Service requirement. (See Community Service Policy)
  6. Provides for bifurcation in the event of domestic violence, dating violence, sexual assault, or stalking so that the offending member of the household can be evicted and the victim may remain. The identified perpetrator will be permanently banned from all HASA property.
- C. Each Lease will specify the following:
1. Unit to be occupied.
  2. Date of admission.
  3. Size of the unit to be occupied.
  4. All family/household members who will live in the unit.
  5. TTP (gross rent) and security deposit to be charged.
  6. Utility allowances (UA).
  7. Other charges under the Lease.
  8. Terms of occupancy.
  9. Grievance Policy
  10. Information on Minimum Rent Waivers for Hardship.

11. Lawn Care Agreement, if applicable.
  12. Housekeeping Policy
- D. The Lease will be explained in detail to the applicant family before its execution.
  - E. The Lease will be kept current at all times.
  - F. Each adult member of the family accepted as a tenant is required to sign the Lease prior to actual admission.
  - G. One copy of the Lease will be given to the family and the original will be filed as part of the permanent record established for the family.
  - H. The Lease package given to the family will include at minimum:
    1. Bed Bug/Pest Addendum
    2. Community Service/Self Sufficiency Policy and Certification Forms.
    3. Fair Housing/Section 504
    4. Lead Based Paint Brochure with Certification and Family Fact Sheet for Elevated Blood Lead Levels (EBLL)
    4. Pet Policy and Agreement
    5. Satellite Dish or Antenna Addendum
    6. Rent Choice Certification
    7. Schedule of Maintenance Charges
    8. Smoke Detector Certification.
    9. Schedule of Other Charges.
    10. Smoke-Free Lease Addendum
    11. VAWA forms HUD-5380 and HUD-5382
  - J. If a tenant family transfers to a different unit, the existing Lease will be canceled and a new Lease for the new unit will be executed by each adult member of the family.
  - K. If any change in a family's status results in the need to change or amend any provisions of the Lease, or if the HASA desires to waive a Lease provision with respect to a family:

1. The existing Lease is to be canceled and a new Lease executed; or
  2. A Notice of Rent Adjustment is to be issued; or
  3. An appropriate rider to the Lease is to be prepared and executed by the HASA and the adult family members and made a part of the existing Lease.
- L. If at any time the head of household dies or leaves the unit for any reason (institutionalization, forming a new household elsewhere), HASA will permit the remaining members of the family to remain in the unit as long as:
1. The remaining family member(s) report the death or departure of the head of household within 10 days of the occurrence; and
  2. There is still at least one member who was listed on the lease for the unit; and
  3. The family includes a person who is either an adult or an emancipated minor capable of executing a lease.
- M. Tenants must advise the HASA if they will be absent from the unit for more than seven days. Tenants shall secure the unit and provide a means for the HASA to contact the tenant in an emergency. Failure to advise the HASA of an extended absence is grounds for termination of the Lease.
- N. Cancellation of a family's Lease will be in accordance with the provisions of the Lease.
- O. The current Grievance Procedure is incorporated into the Lease.

#### **XIV. TENANT OBLIGATIONS AND HOUSEKEEPING STANDARDS**

##### **Tenant Obligations**

- A. The tenant, family/household members, guests, and any other persons under the tenant's control are obligated:
1. To use the dwelling unit solely as a private dwelling for the tenant and the family/household members listed and approved in this Lease, and except as otherwise allowed herein, not to use or permit the use of the dwelling for any other purpose.
  2. To not assign, sublet, or transfer possession of the dwelling, nor give accommodations to boarders, lodgers, or other persons not listed and approved as household members in this Lease. Upon advance notice to the HASA prior to arrival, guests are permitted for a period not to exceed 14 days, providing the frequency of visitation is not deemed unreasonable by the HASA. Guests remaining beyond this period are considered trespassers and the HOH

will be deemed to have breached the Lease. Exceptions to this requirement shall be considered by the HASA on a case by case basis.

3. To seek the HASA's pre-approval to add a new person to the Lease. The tenant further consents to the HASA's pre-admission screening of any proposed new member. The screening is used to determine whether the HASA will approve the new member.
4. To abide by such necessary and reasonable regulations as may be set forth by the HASA for the benefit and well-being of the housing community and other tenants. Any such regulations shall be posted in the HASA office or delivered to the tenant and are incorporated by reference in this Lease.
5. To comply with all obligations imposed on all tenants by applicable provisions of city, State, and Federal codes materially affecting health and safety.
6. To pay reasonable charges for repair of damage to the premises beyond normal wear and tear, as posted in the "Schedule of Maintenance Charges" in the HASA office. The tenant also agrees to pay for all damage (e.g., fire or smoke) caused by the negligence, intentional act or omission to act by the tenant, a family/household member, a guest, or anyone else under the tenant's control. Such damage charges shall be in the amount of the actual repair/replacement cost.
7. To use only in a reasonable manner appropriate to residential living, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and other appurtenances.
8. To notify the HASA immediately of the need for repairs to this dwelling unit and any unsafe conditions on the premises or grounds that may lead to injury or damage.
9. To not repair, alter or install any equipment without the HASA's prior consent.
10. To notify the HASA in advance and to make arrangements for care of the premises if the tenant and all household members plan to be away from the premises for more than seven days. The tenant's failure to advise the HASA of an extended absence is grounds for Lease termination. 24 C.F.R. §966.4(a)
11. To comply with the HASA's Pet Policy. A written copy has been provided to the tenant of appropriate pets. All tenants must request permission in writing to be allowed to have the pet and pay the pet deposit of \$300.00, as per the Pet Policy. Upon reasonable suspicion that an unauthorized pet is being kept in the dwelling unit, the HASA will notify the tenant of the HASA's intention to enter the unit after 48 hours to ensure compliance with the Pet Policy. The tenant must at all times adhere to the Pet Policy then in effect. Failure to comply with the Pet Policy will result in lease termination.

12. To remove from HASA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire-lane designated and marked by the HASA. Any inoperable or unlicensed vehicle as described above will be removed from HASA property at the tenant's expense. Automobile repairs are not permitted on HASA property and parking on the tenant's yard is prohibited.
13. To not wash or repair any vehicles on the premises.
14. To not permit any former HASA tenant, who has been evicted, to occupy the unit for any period of time. Violation of this requirement is grounds for Lease termination.
15. To seek the HASA's consent before engaging in legal profit-making activities on the premises. To grant consent, the HASA must first determine that such activities are incidental to the primary use of the leased premises.
16. To not change the premises entrance locks without HASA's permission.
17. To conduct themselves, and assure that family/household members and guests conduct themselves, in such a manner as not to disturb any neighbor's peaceful enjoyment of their residence or community facilities. The tenant also agrees to refrain from any and all illegal activity which would impair the physical or social environment of the complex and to act in such a way as to be conducive to maintaining the complex in a decent, safe and sanitary condition. The tenant agrees not to create or permit a nuisance or interference with any other tenant's use of the premises.
18. To not commit any of the following acts upon HASA property, and understand that these prohibited activities are a material breach of a tenant's Lease obligation and grounds for Lease termination:
  - a. To intentionally, knowingly, or recklessly carry on or about his person a deadly weapon.
  - b. To display a deadly weapon in connection with a verbal or non-verbal threat of bodily harm without legal justification.
  - c. To shoot, fire, explode, throw or otherwise discharge a deadly weapon.
  - d. To inflict any injury upon another person through the intentional use of a deadly weapon without legal justification.
  - e. To inflict any injury upon another person through the reckless, careless or negligent use of a deadly weapon.
  - f. To damage any property through the intentional, reckless, careless or negligent use of a deadly weapon.

- 1) “Deadly weapon” means a firearm or anything manifestly designed, made or adapted for the purpose of or capability of inflicting death or serious bodily injury; or anything that is capable of causing death or serious bodily injury.
  - 2) A deadly weapon shall include, but is not limited to, a club, explosive weapon, firearm, knife or knuckles, as those terms are defined in the Texas Penal Code, § 46.01.
  - 3) Additionally, BB or pellet guns are strictly prohibited on HASA property.
19. To assure that no tenant, other member of the tenant household, guests, or any other person under the tenant’s control engages in:
- a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants.
  - b. Any drug-related criminal activity on or off HASA’s premises.
20. To assure that no tenant or other member of the tenant’s household engages in abuse or a pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the HASA premises by other tenants.
21. Before installing any type of outside satellite dish or similar antenna, the tenant must notify the HASA. The HASA is allowed to impose reasonable restrictions relating to such installation. The tenants are required to comply with these restrictions as a condition of installing such equipment, which includes a non-refundable fee of \$75.00. Satellite dish’s may not be fixed or bolted to the roof, eaves, or unit in any way, but may be installed on a free standing pole in the yard. The Lease Addendum for Satellite Dish or Antenna (Satellite Addendum) contains further guidelines and must be signed and dated before installation.
22. To maintain the dwelling unit, premises, and equipment in a clean, safe and sanitary condition and to cooperate with the HASA in maintaining yards assigned the tenant in a neat and orderly manner, to pick up and remove trash, and to dispose of ashes, garbage, rubbish, and other waste in a SANITARY and SAFE manner. Subject to HASA approval, tenants who are unable to perform the above tasks due to age or disability are exempt from this provision.
- B. Any violation of the aforementioned tenant obligations constitutes a Lease violation and places the tenant in default of this Lease. The HASA may, at its option, terminate or refuse to renew this Lease and evict the tenant from the premises when the circumstance warrants such action.

## Housekeeping Standards: Inside the Unit

### General

- Walls will be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- Floors will be clean, dry, and free of hazards.
- Ceiling will be clean and free of cobwebs.
- Windows will be clean, not nailed shut, and with shades or blinds intact
- Woodwork will be clean, free of dust, gorges, or scratches.
- Doors will be clean, free of grease and fingerprints, with functional locks.
- Heating units will be dusted and access uncluttered.
- Trash will be disposed of properly and not left in the unit.
- Entire unit will be free of rodent or insect infestation.
- Pictures or other articles may be attached to the walls as long as they can be removed without damage, outside ordinary wear and tear. Stick-on type hangers are not allowed. The recommended nail size is 4, to prevent large holes in walls.

### Kitchen

- Stove will be clean and free of food and grease.
- Refrigerator will be clean. Freezer door should close properly.
- Cabinets will be clean and neat. Cabinet surface and counter top should be free of grease and spilled food. Cabinets will not be overloaded. Storage under the sink will be limited to small or lightweight items to permit access for repairs. Heavy pots and pans will not be stored directly under the sink.
- Exhaust fan should be free of grease and dust.
- Sink will be clean, free of grease and garbage. Dirty dishes will be washed and put away in a timely manner.
- Food storage areas will be neat and clean without spilled food.
- Trash/garbage will be stored in a covered container until removed to the disposal area.

### Bathroom

- Toilet and tank will be clean and odor free.
- Tub and shower will be clean and free of excessive mold and mildew. Where applicable, shower curtains will be in place, and of adequate length.
- Lavatory will be clean.
- Exhaust fan will be free of dust.
- Floor will be clean and dry.

### Storage Areas

- Linen closet will be neat and clean.
- Other closets will be neat and clean. No highly flammable materials will be stored in the unit.
- Other storage areas should be clean, neat and free of hazards.

## Housekeeping Standards: Outside the Unit

- Yards will be free of debris, trash and abandoned cars. Exterior walls should be free of graffiti.
- Porches (front and rear) will be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- Steps (front and rear) will be clean and free of hazards.
- Sidewalks will be clean and free of hazards.
- Parking lot will be free of abandoned cars. There should be no car repairs in the lots.

## XV. HASA OBLIGATIONS

### A. The HASA is obligated to:

1. Maintain the tenant's dwelling unit, the building facilities, common areas, and grounds not otherwise assigned to the tenant in a decent, clean, safe and sanitary condition.
2. Make necessary repairs in a timely manner to the tenant's dwelling unit upon receiving appropriate notice from the tenant.
3. Comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
4. Maintain in good, safe working order and condition all electrical, plumbing, sanitary, heating, ventilation and other facilities and appliances supplied or required to be supplied by the HASA.
5. Provide and maintain appropriate receptacles and facilities (except containers for exclusive use of an individual tenant family) for disposing of ashes, garbage, rubbish and other waste removed from the premises by the tenant in accordance with this Lease. This does not include disposing of large objects, such as furnishings, yard equipment, etc.
6. To supply running water and reasonable amounts of hot water to the premises and to furnish water, sewage and garbage collection to previously noted project sites.
7. To inspect the premises with the tenant and/or their representative before the tenant moves in, and to give the tenant a written statement of the condition of the premises signed by both parties. Both the HASA and the tenant shall sign the inspection form, and the HASA shall retain a copy in the tenant's file.
8. To inspect the premises when the tenant moves out and give the tenant a written statement of estimated charges, if any, for repairs. The tenant may join in this inspection.

9. To post, in the HASA office, copies of all rules, regulations, schedules of charges, and other documents which are part of this Lease and incorporated policies (by attachment or by reference), and to make these available to the tenant at their expense. In cases other than lease termination, the HASA will not take action until the time for requesting a grievance hearing has expired or if the hearing has been completed.
10. To notify the tenant of the specific grounds for any proposed adverse action by the HASA and, unless otherwise provided herein, notify the tenant of their right to a Grievance Hearing with regard to such adverse action. Such adverse actions include, but are not limited to, a proposed lease termination, transfer of the tenant to another unit, or imposition of late charges or charges for maintenance and repair.
11. Enforce the terms of this Lease and its incorporated policies fairly, impartially, and in good faith and not to discriminate against any tenant in provision of services, or in any matter, on the basis of race, creed, color, religion, sex, national origin, familial status or disability.
12. For all aspects of the Lease and Grievance Procedures, to provide disabled persons reasonable accommodations to the extent necessary to provide such persons with an opportunity equal to non- disabled persons to use and occupy the dwelling unit.
13. To provide the tenant and the affected member a copy of any criminal conviction record or record of lifetime registration for sex offenders at such time as any adverse action (eviction action) based on such record is proposed. The household will be provided an opportunity to dispute the accuracy of such information in an appropriate forum (court, hearing, or grievance procedure) before final action is taken.

## **XVI. ADDITIONS TO HOUSEHOLD AND VISITORS**

- A. Only those persons listed on the Lease will be permitted to occupy the unit.
- B. Except for natural births or adoptions by family members or court awarded custody, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit.
- C. Following receipt of a family's request for approval to add a new person to the Lease, the HASA will conduct a pre-admission screening of the proposed new member. Subject to the screening process and occupancy standards, the HASA will approve or disapprove the request.
- D. Examples of situations where the addition of a family or household member is subject to screening include, but are not limited to:

1. Tenant requests to add any adult over the age of 18.
  2. Tenant desires to add a live-in aide.
  3. In cases where a unit is occupied by a remaining minor family member, HASA will allow an adult who is not part of the original household, to request permission to take over as the head of household.
- E. Tenant families who fail to notify the HASA of additions to the household or permit persons to join the household without undergoing screening are in violation of the Lease. Such persons are considered unauthorized occupants by the HASA and the entire household will be subject to eviction.
- F. Visitors
1. Guests or visitors may be permitted in a dwelling unit as long as they have no previous history of behavior on HASA premises that would be a Lease violation.
  2. Guests or visitors are allowed no more than 14 calendar days within a 12-month period, unless the HASA has provided prior written approval.
- G. Roomers or lodgers will not be permitted to occupy a unit; nor will they be permitted to move in with any family occupying a unit.
- H. Adult family members or emancipated minors, who move from the unit to establish new households, will be removed from the Lease. The tenant has the responsibility to report the move out within 30 days of its occurrence.
- I. Tenants will not be given permission to allow ex-tenants of the HASA who have been evicted to occupy the unit for any period of time.
- J. Applicable income (see Section XXIX, Annual Income) of individuals added to the Lease will be included in Annual Income and subsequently in determining new rent.

## **XVII. TRANSFERS**

- A. The HASA will maintain a list of families, by number of bedrooms, who need to be transferred.
- B. The family shall be placed on this list on the day the HASA becomes aware of a family composition change or other circumstances requiring a transfer.
- C. Families that are under housed will be given priority over families that are over housed.
- D. Families needing special consideration because of a disability will be accommodated before under and over housed families, whenever possible.

- E. Highest priority: Emergency and certain administrative transfers will take priority over new admissions as follows:
  - 1. Condition of the unit poses an immediate threat to the tenant's life, health or safety, as determined by the HASA. Examples are:
    - a. Defects hazardous to health or safety need to be repaired.
    - b. Verified medical problems of a life-threatening nature need to be alleviated.
    - c. Threat assessment by a law enforcement agency that a family member is in danger of attack by criminal element or subject to hate crimes in a particular property or neighborhood.
  - 2. Unit is slated for modernization.
  - 3. Individuals needing an available unit that is accessible or adapted for use by a handicapped or disabled individual.
- F. Tenants will only be transferred to a dwelling unit of equal size to alleviate hardships as determined by the HASA.
- G. The HASA will not require a family who is over housed to transfer into a smaller unit unless the waiting list reflects a need for the occupied unit.
- H. Tenants will receive one offer of a transfer. If a tenant is willing to accept the transfer offered, but is unable to move at the time of the offer, and can provide proof that moving will result in undue hardship or handicap, the tenant will be eligible for one additional transfer offer. Refusal of a transfer offer without undue hardship may result in Lease termination. The acceptable reasons applicable to new admissions will also apply to transfers.
- J. The cost of transfers to correct occupancy standards will be the responsibility of the family; all others will be the responsibility of the HASA.
- K. Emergency transfer requests from victims of domestic violence, dating violence, sexual assault or stalking will be carried out according to 24CFR 5.2005(e). The identified perpetrator will be permanently banned from all HASA property.

## **XVIII. INSPECTIONS**

- A. Units shall be inspected:
  - 1. At move in prior to occupancy: The dwelling unit and premises will be inspected jointly by the applicant and the HASA staff. At this time, both parties will agree on the move in condition of the unit by signing an inspection check

list. The original check list will be kept by the HASA and a copy will be given to the family.

2. Units will be inspected annually (every 12 months) using HUD's Uniform Physical Conditions Standards guidelines.
  3. Follow-up inspections will be scheduled within 45 days if housekeeping practices or other circumstances require. The inspection will serve as a guide in the determination of needed maintenance or repairs and to assess damage over and above normal wear and tear. Failure to maintain a decent, safe and sanitary dwelling unit and premises may result in Lease termination.
  4. A move-out inspection will be done with the family, unless family has previously vacated the unit and is unavailable.
  5. Special Inspections, if deemed necessary, may be performed after proper notice.
- B. Appropriate notice to the family prior to inspections will be in accordance with the Lease.

### **XIX. MINIMUM HEATING STANDARDS**

- A. In compliance with Section 111 of the Housing Opportunity Through Modernization Act (HOTMA), the HASA's minimum heating standards are as follows:
1. Minimum Temperature
    - a. For HASA-controlled units, the minimum temperature in each unit must be at least 68° Fahrenheit.
    - b. For tenant controlled units, the heating equipment for each unit will have the capability of heating to at least 68° Fahrenheit
    - c. The indoor temperature for an occupied unit should never drop below 55° Fahrenheit.
  2. Minimum Temperature Capability
    - a. Design-day temperature refers to the lowest expected outdoor temperature that a heating system was designed to accommodate and still maintain the desired indoor temperature.
    - b. Flexibility in maintenance of the indoor temperature is permitted for the following events:
      - 1) The outside temperature reaches or drops below the design day

temperature, or

- 2) The outside temperature is within five degrees Fahrenheit of the design day temperature for more than two continuous days.
3. Measurement
    - a. Temperature measurements must be taken three feet above the floor and two feet from an exterior wall in a habitable room.

## **XX. SECURITY DEPOSITS**

A security deposit will be charged to tenant families, payable prior to occupancy, to cover the cost of property damage and/or abuse that is noted when the family vacates the unit. The amount of the security deposit and provisions for refund are contained in the HASA's Security Deposit Policy, incorporated by reference.

## **XXI. TENANT ORIENTATION**

Eligible applicants selected for admission will be required to participate in an orientation program conducted by the HASA during lease signing.

## **XXII. INCOME DETERMINATION**

- A. HUD regulations at 24 CFR § Part 5.609 define what is and what is not counted as income for purposes of eligibility and rent determination. This definition can be found in Section XXIX Definitions, Annual Income and in the HASA's Income Determination Procedures.
- B. Family Composition and Impact on Income

It is the responsibility of the head of household to report changes in family composition which would affect total income and rent determination. The following outlines how income is affected by family composition.

1. Income received by all family members must be counted UNLESS specifically excluded by HUD regulations.
2. Full-time students 18 years of age or older, who are not head, spouse or co-head.
  - a. Employment income above the HUD allotted deduction per year is excluded. (24 CFR § 5.609(c) (11))
3. All employment income for minors is excluded. (24 CFR § 5.609(c) (1))

4. All income for Foster Children is excluded. (24 CFR § 5.609(c) (2))
5. All income for Live-In Aides is excluded. (24 CFR § 5.609(c) (5))
6. Income for temporarily absent family members will be counted. (See Section XXIX Definitions, for definition of *temporarily absent*)
7. If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted. If this person is elderly or disabled and was considered the head of household for deduction purposes, the family will lose the deduction(s) (elderly/disabled head and medical/disability expense deductions) unless another family member still in the household qualifies for these deductions.
8. Dependents who are subject to a joint custody arrangement will be considered a member of the family if they live with the family 50% or more of the time.
  - a. When more than one family is claiming the same dependent(s) as family members, the family with primary custody at the time of initial examination or re-examination will be able to claim the dependent(s).
  - b. If there is a dispute, the HASA will make the determination based on available documents, such as court orders or an IRS return showing which family has claimed the child/ren for income tax purposes.
9. In the absence of a parent or guardian, the HASA will consider the caretaker for minors as a visitor as follows:
  - a. If a responsible agency has determined that another adult is to be brought into the dwelling unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
  - b. If a caretaker has assumed responsibility for a child without the involvement of an agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. At the end of the 90 days, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such a case, the HASA will extend the caretaker's eligible visitor status.
  - c. At any time custody or legal guardianship is awarded to the caretaker, the caretaker will be placed on the Lease as a family member and become subject to income and deduction rules.
  - d. During any period that a caretaker is considered a visitor, the income is not counted and the caretaker is not eligible for any deductions.

- C. The HASA is required to count all income anticipated to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date based on current circumstances.
- D. HUD authorizes the HASA to use other than current circumstances to anticipate income when:
  - 1. An imminent change in circumstances is expected (e.g., a pending increase in Social Security).
  - 2. It is not feasible to anticipate a level of income over a 12 month period (e.g., seasonal or cyclic income).
  - 3. The HASA believes that past income is the best available indicator of expected future income. (24 CFR § 5.609(d))
- E. HASA will calculate income to be used for rent calculation using the income determination procedures.
- F. Over Income Residents: In compliance with HOTMA, HUD has established rules governing public housing tenants with incomes exceeding the HUD-issued over-income limits, currently defined as 120% of the Area Median Income (AMI). The law requires that after a family's income has exceeded 120% of the AMI for two consecutive years, the HASA must charge the greater of a monthly rent equal to the Fair Market Rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital fund, as determined by regulations, or terminate the family's tenancy within 6 months of the end of the two-year period.
  - 1. At the time the HASA becomes aware, through an annual or interim re-examination, that the family's income exceeds the over-income limits, the two-year clock (2 consecutive years) begins for the family.
    - a. If the discovery is found at regular annual re-examination, the HASA will make a note in the family's file that their income exceeds the over-income limit and the two-year clock has started. The family income will be verified again in 12 months at their next regularly scheduled annual re-examination.
    - b. If the discovery is found at an interim re-examination, the HASA will change the effective date of the next annual re-examination to 12 months from the effective date of the interim re-examination. This ensures that the family will be re-examined no sooner than 12 months from the start of the two-year clock to determine if their income still exceeds the over-income limits.
  - 2. If the family's income still exceeds the over-income limit at the 12-month re-examination, written notice will be sent to the family informing them that if their income continues to exceed the over-income limit at the end of the next 12 months, they will be required to vacate the unit within the six months following the 2nd over-income determination.

3. If the family fails to comply within the six-month period, the HASA will begin the process of lease termination and eviction.
4. Temporary Income Decreases-If a family requests an interim re-examination because their income has decreased and the HASA determines that the income no longer exceeds the over-income limits, the family is then treated as a regular public housing resident for purposes of rent determination. If the HASA becomes aware through a subsequent annual or interim re-examination that the family's income has again increased to an amount that exceeds the over-income limit, the family will begin a new two-year clock.
5. All notices and other correspondence with tenant families will be in the applicable language requested by the family and/or form of communication requested by a tenant with a disability.

### **XXIII. RENTS AND RENT ADJUSTMENTS**

#### **A. Choice of Rent**

1. No more than one time per year, the family will have a choice between income-based tenant rent or the flat rent for the unit type and size.
2. Income-Based Rent: Income-based rent is rent that is derived from a percentage of the total family income. If the family selects income-based rent, the TTP, which includes an allowance for utilities, will be the greatest of the following:
  - 1) 10% of the family's gross monthly income
  - 2) 30% of the family's adjusted monthly income
  - 3) HASA's minimum rent of \$50
3. Flat Rents
  - a. Flat rents will be the actual market value of the HASA's housing units, but will never be set at less than 80% of HUD's published applicable FMRs, with adjustments for utilities.
  - b. If the above minimum does not accurately reflect market conditions in the HASA's jurisdiction, the HASA will follow the procedure outlined in 24 CFR § 960.253.
  - c. The HASA will review flat rents annually and adjust as needed using the following information (subject to "a" above):

- 1) Rents of non-assisted rental units in the immediate neighborhood.
  - 2) Size of HASA's units compared to non-assisted rental units from the neighborhood.
  - 3) Age, type of unit and condition of HASA's units compared to non-assisted units in the neighborhood.
  - 4) Land use in the surrounding neighborhood.
  - 5) Amenities, such as child care, laundry facilities, playgrounds, community rooms, social services, etc., within the HASA developments compared to those offered by non-assisted developments in the neighborhood.
  - 6) Crime in the HASA's developments and surrounding neighborhoods.
  - 7) Quality of schools serving the HASA's development(s).
  - 8) Availability of public transportation at the HASA's development(s).
  - 9) Availability of accessible units for persons with disabilities.
- d. For units in which the tenant pays the utilities, the flat rent will reflect an adjustment for any applicable UA.
  - e. The HASA will adjust the flat rent amount for a unit within 90 days of HUD publishing the new FMRs.
  - f. If a new flat rent would cause a family's rent to increase by more than 35%, the rent increase must be phased in at 35% annually until the family chooses to pay the income-based rent or the family reaches the actual flat rent amount.
  - g. Once a family has chosen flat rent, the rent will remain constant throughout the 12 months; even though the HASA may have adjusted the flat rent amounts during that period. If, at re-examination, the family chooses to remain on flat rent, the new amount will take effect.
  - h. If, at any point between re-examinations, the family's income decreases, they may request to be put immediately back on income-based rent.
  - i. The family may not switch back to flat rent before the next annual re-examination.
  - j. The Flat Rent Schedule will be posted on the office bulletin board.

B. Ceiling Rent

Ceiling rents are not applicable to the HASA.

C. Prorated Rent for Mixed Families

If a mixed family requests prorated rent, the HASA will make it available, as required in 24 CFR § 5.520, and will calculate the rent accordingly.

D. Minimum Rent: HASA's minimum rent is \$50.

E. Hardship Rent

1. The family may apply for a waiver of the minimum rent if one of the following has occurred:
  - a. The family has lost eligibility for or is awaiting Federal, State or local assistance. This includes families with eligible noncitizen family members.
  - b. The family income has decreased because of a change in circumstances, including loss of employment.
  - c. A family member has passed away.
  - d. The family would be evicted as a result of the imposition of the minimum rent requirement.
2. When the family requests a hardship waiver, the minimum rent requirement will be immediately suspended pending determination by the HASA of the family's eligibility for the suspension.
3. Family determined ineligible for hardship waiver:
  - a. If it is determined by the HASA that the family does not qualify for the hardship, the family may appeal the determination through the HASA's grievance procedure.
  - b. If the family chooses not to appeal or the decision is upheld, the family will owe the HASA for any minimum rent from the date of suspension. If the decision is overturned, the minimum rent will continue to be waived.
4. Family determined eligible for hardship waiver:
  - a. If the HASA determines that the hardship is temporary (less than 90-days), the minimum rent will be imposed, including back payment for minimum rent from the time of suspension.

- 1) The family will not be evicted for nonpayment of rent during the 90-day period beginning on the date of the family's request for the waiver.
  - 2) The HASA will negotiate a repayment agreement with the family, if necessary, for any rent not paid during this period.
- b. If it is determined that the family qualifies for a long-term hardship waiver (more than 90-days), the family will provide the HASA with a status report every 30 days.

F. Interim Re-examinations

1. Any and all changes in family income and composition must be reported to the HASA within 10 days of such changes.
2. A tenant's rent will only be changed between admission and regularly scheduled re-examinations for the following reasons:
  - a. It is determined that the rent is based on false or incomplete information provided by the tenant.
  - b. It is found that an error was made at admission or re-examination.
  - c. At regular re-examination it was impossible to verify the tenant's income. In this case a temporary rent may be charged based on available information and the tenant must report to the HASA every 30 days until a regular rent can be set. Such rent will be effective the date the temporary rent was set, and any overpayment will be credited to tenant's account and underpayment will become due and payable.
  - d. An increase or decrease in annual gross income has occurred.
  - e. There is a change in family composition that would affect rent.
3. If the family has lost or had its public assistance reduced as a result of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement, the rent will not be reduced.
  - a. If the family has received a specified welfare benefit reduction the amount of imputed welfare income will be included in family income for rent computation purpose.
  - b. The amount of imputed welfare income will be determined by the HASA using information received from the welfare agency.
  - c. When additional income earned by the family from other sources reaches an amount at least equal to the imputed welfare income amount, the imputed welfare income will be reduced to "0".

- d. The HASA may not include imputed welfare income in annual income if the family was not receiving housing assistance at the time of the sanction by the welfare agency.
  - e. If the family disputes the HASA's calculated amount of imputed welfare income and the HASA denies the family's request to modify the amount, the HASA must give the family written notice stating:
    - 1) The basis for the determination of the imputed welfare income amount.
    - 2) That the family may request a hearing under the HASA's Grievance Procedure.
4. No change will be made in rent until the HASA has received adequate verification to justify the change and the tenant has received a Notice of Rent Adjustment.
  5. If the HASA determines that the tenant failed to report changes timely or provided false information, upon which the rent was based, the tenant's rent will be adjusted and the tenant will owe the HASA the difference retroactive to the date the increase in rent should have taken effect. This rent will be due immediately.
  6. Interim rent changes will become effective as follows:
    - a. Increases in rent will become effective on the first day of the second month following the month which the change occurred, unless the increase is a result of false or incomplete information supplied by the family.
    - b. Decreases in rent will become effective on the first day of the month following the month in which the change was reported and verified.

G. Earned Income Disallowances (for existing tenants)

1. If a tenant goes to work or has new or additional earned income and qualifies for one of the following three criteria, that individual will receive an Earned Income Disallowance (EID) as described below. To qualify, a public housing tenant:
  - a. Goes to work after having been unemployed for at least 12 months, or goes to work after having earned, in the most recent 12 months, an amount less than would be earned working 10 hours per week at minimum wage for a 50-week year; or
  - b. Receives new or increased earned income during participation in an education, job training, or other economic self-sufficiency activity; or

- c. Receives new or increased earned income within 6 months of having received a cash benefit or in-kind services funded through Temporary Assistance to Needy Families (TANF). If an in-kind benefit, such as child care, clothing or transportation subsidies, was received, it must be worth at least \$500 in the past six months.
  2. During the first 12 months, beginning with the date the tenant qualifies for the EID, the tenant's rent will not be increased because of the new earned income. Rent during this period will be based on the tenant's income before qualifying for the EID, plus any increases in unearned income that may occur after qualifying for the EID.
  3. During the second 12 months from the date the tenant qualified for the EID, the tenant's rent will be increased based on their baseline income before qualifying for the EID, plus an amount equal to 50% of the tenant's incremental earned income during the initial 12 month period.
  4. Even if the full 24 months of disallowance (12 months of full disallowance plus 12 months of 50% disallowance) have not been used, the EID will terminate 24 months from the date when the tenant first qualified for the EID.
  5. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time, if they qualify as described under number 1 above.
  6. No one receives more than one EID in a lifetime.
  7. Tenants may qualify for a retroactive EID, if all of the following are true:
    - a. The tenant qualified for an EID after 10/1/99; and
    - b. The tenant reported the increased income; and
    - c. The HASA increased the tenant's rent; and
    - d. The tenant paid the increased rent.
  8. Before the amount potentially owed to a tenant for a retroactive rent credit is determined, any amounts owed to the HASA by the tenant shall be deducted.
  9. If a tenant qualifies for a retroactive EID as described in 8 above, they shall be entitled to the choice of a payment of the retroactive amount due, as calculated above, or a prospective rent credit.
- H. Rent Calculation: Rents will be calculated according to the HASA's rent calculation procedures.
- J. Rent Collections: Rents are due and payable in accordance with provisions of the

Lease and the rent collection procedures.

#### **XXIV. UTILITIES**

- A. The family's and the HASA's responsibility for utilities are outlined in the Lease and in the Schedule of UAs.
- B. Each family will receive a monthly UA that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
- C. The HASA's UAs will be reviewed annually and adjusted, as needed.
- D. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, the applicant will not be admitted and will receive a Notice of Denial.
- E. In HASA housing developments where the tenant pays all or part of the utilities, the TTP minus the UA may result in a negative figure, known as a utility reimbursement (UR). If this is the case:
  - 1. The HASA will reimburse this amount directly to the tenant or directly to the utility company on the tenant's behalf.
  - 2. If the amount of the UR is \$45 or less, the HASA may elect to pay the UR quarterly, unless the tenant indicates that this will be a hardship, in which case the HASA will pay the UR monthly.
  - 3. If the HASA elects to pay the utility company directly, the tenant will be notified of the amount paid.
- F. Tenants with disabilities may be entitled to higher than normal UAs or may not be charged for the use of certain tenant-supplied appliances if there is a verified need for special equipment because of the disability.
- G. When paying the utility bill is the family's obligation under the Lease, failure to pay utilities is grounds for Lease termination and eviction.

#### **XXV. OTHER CHARGES**

- A. **Maintenance Charges:** Families will be charged for cost of service repairs due to intentional or negligent damage to the unit, beyond normal wear and tear, caused by the tenant, other household members, or guests. Charges will be made in accordance with the Schedule of Other Charges.
- B. **Smoke Alarms:** A fine will be charged for each smoke alarm disabled by the family in accordance with the Schedule of Other Charges.

- C. Payment for such charges is due and payable within 30 days after the HASA provides written notice of the charges.

## **XXVI. RE-EXAMINATIONS AND CONTINUED OCCUPANCY**

### **A. Annual Re-examinations**

1. The HASA will re-examine the income and family composition of all families annually, to coincide with the end of Lease term, to determine any changes in required unit size, rent, and recertification of the family for continued occupancy.
2. All adult members of the family will be asked to participate in the annual re-examination interview.
3. Families will be notified in writing at least 90-120 days in advance of the re-examination anniversary date so that verifications can be completed by that time.
4. The HASA's verification procedures will be used for obtaining verifications.
5. Verified information will be analyzed and a determination made regarding:
  - a. Eligibility of the tenant as a family or as the remaining member of a family.
  - b. Unit size required for the family.
  - c. Family rent amount.
  - d. Compliance with the Community Service requirement is to be reviewed at least 30 days prior to the end of the 12- month Lease term.
    - 1) The HASA prefers that the tenant submit verification of compliance with the Community Service Agreement at least 30 days prior to the end of the 12-month lease term. However, a tenant's signed self-certification of compliance with the Community Service requirement may be accepted. To ensure compliance with the Community Service requirement, HUD requires PHAs to review a sample of self-certifications and validate their accuracy with the third-party verification procedures currently in place. The HASA will notify tenants that any self-certification may be subject to such validation.
6. The income of a family opting to remain on flat rent may be third-party verified every three years; however, the HASA chooses to verify income annually.
7. The income of a family on fixed or partial fixed income may be third-party

verified every three years per HUD regulation; however, the HASA chooses to verify income annually.

8. If there is any change in rent, a Notice of Rent Adjustment will be sent to the tenant serving as an amendment to the Lease.
9. If there is any change in the size of the unit required, the tenant will be placed on the transfer list in accordance with the transfer policy outlined in Section XIII.

#### B. Special Re-examinations

1. When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular re-examination, a temporary determination will be made with respect to income.
2. A special re-examination will be scheduled every 30 days until reasonably accurate estimate of income can be made.
3. When third-party verification has been requested and submission deadlines have passed, the HASA will use existing information on a provisional basis. If the verification comes in after the deadline and the information differs from the amounts used in income and rent calculations, the HASA will conduct an interim re-examination to adjust the figures used for the re-examination.

#### C. Eligibility for Continued Occupancy

1. Tenants who meet the following criteria will be eligible for continued occupancy:
  - a. Qualify as a family as defined in Section XXIX of this ACOP. For purposes of continued occupancy, remaining family members qualify as family. Remaining family members can also include court recognized emancipated minors under the age of 18 years.
  - b. Are in full compliance with the tenant obligations and responsibilities as described in the Lease.
  - c. Whose family members each have a documented SSN.
  - d. Who meet HUD requirements on citizenship and immigration status. 24 CFR § 5.500 - 5.528
  - e. Who are in compliance with the HASA's 8-hour per month community service requirement, applicable to certain adults who are neither elderly, disabled, working, nor participating in qualifying educational or job training programs.

## XXVII. GRIEVANCE PROCEDURE

- A. To assure that a tenant family is afforded an opportunity to dispute, within a reasonable amount of time, any HASA action or failure to act involving the tenant's Lease or any HASA regulations which adversely affect the individual tenant's rights, duties, welfare, or status, a Grievance Procedure for the HASA is incorporated into this ACOP.
- B. The HASA grievance procedure shall be applicable to all individual grievances between the tenant and the HASA except:
1. Terminations and/or evictions resulting from violent and/or drug-related criminal activity, on or off HASA premises, any criminal activity resulting in a felony conviction of any household member, and cases involving any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or by HASA employees, UNLESS it involves domestic violence, dating violence, sexual assault, or stalking. A notice will be sent to the Post Office in accordance with 24 CFR 966.4 (I)(5)(iii)(B).
  2. For grounds that do not require a grievance hearing, the HASA shall issue the Notice to Vacate giving adequate notice to the tenant, pursuant to State law, for the specific ground(s). If the tenant fails to vacate the unit by the deadline, the HASA will proceed with a legal eviction.
  3. If the ground(s) for termination and eviction are based on criminal conviction records, the HASA will issue a notice of Intent to Terminate and include a copy of the criminal case record, prior to issuing a Notice to Vacate. The tenant will have five business days to dispute the accuracy and/or relevance of the conviction record in regards to the tenancy.
  4. If the tenant fails to dispute the criminal conviction record, the HASA will issue the Notice to Vacate, and proceed with legal eviction, if the tenant does not comply.
  5. The HASA grievance procedure shall not be applicable to class grievances or disputes between tenants which do not involve the HASA. Nor is it intended to be used as a forum for initiating or negotiating policy changes between a group or groups of tenants and the Board of Commissioners.
- C. The HASA must notify the tenant of the intent to terminate housing assistance. If a grievance hearing is required, the tenant will be given an option of requesting an informal settlement conference. A complete grievance packet will be included with the Notice of Intent to Terminate. The Notice to Vacate may or may not accompany the notice of the intent to terminate. The intent to terminate notice must:
1. Clearly state the reason(s) for the action along with the grounds to terminate the tenancy.

2. State the reasons for which a grievance hearing is not required.
  3. State whether the tenant has the option of requesting an informal settlement conference, and if so, how to proceed and the time frame to submit the request. The HASA has determined that the tenant must submit the request for an informal settlement within three business days of receiving the notice of Intent to Terminate.
  4. State the time frame in which the Property Manager has to schedule the informal settlement if the tenant submits the request within the specified time frame. The HASA has determined that the Property Manager will attempt to contact the tenant to schedule the informal settlement at a mutually agreeable time. If no contact is made within 24 hours, the Property Manager will schedule the informal settlement within five business days of receipt of the request and will provide the tenant with a copy.
  5. Inform the tenant of their right to request a reasonable accommodation so that they may participate in the Informal Settlement conference and/or the Grievance hearing if they are a person with a disability.
  6. Include VAWA PH Notice of Occupancy Rights and HUD form 5382.
- D. The informal settlement allows the tenant to present their grievance, orally, or in writing, to the HASA Property Manager in an effort to avoid a hearing.
1. If the tenant fails to request an informal settlement conference or fails to attend a scheduled conference, the HASA will consider this as a waiver of the tenant's right to an informal settlement conference and issue a Notice to Vacate with the option of requesting a grievance hearing.
  2. If a settlement is agreed upon by both parties, the housing assistance will continue without interruption. The Property Manager will summarize the settlement in writing and contact the tenant to come into the HASA office within three business days to approve, sign, and date the summary. A copy will be provided to the tenant.
  3. The summary shall clearly inform the tenant that the HASA will proceed with termination of the assistance if the settlement is violated.
  4. If a settlement cannot be reached, the tenant will be advised that the Property Manager will summarize the informal conference and provide the tenant with a copy. The summary shall also advise the tenant of the right to request a grievance hearing at that time, and will include information on how to request the hearing and the deadline to submit the Grievance Hearing Request Form. The HASA has determined that the tenant must submit the Grievance Hearing Request Form within five business days of receiving the summary.
  5. If the Hearing Request form is submitted timely, the Property Manager will

forward the request and the grievance packet to the Hearing Officer. The Hearing Officer will review the packet for completeness, and determine if the HASA has performed their due diligence. Based on the determination, the Hearing Officer may reject the hearing request and send the packet back to the Property Manager with a written explanation for the determination. If the Hearing Officer accepts the grievance packet, a Grievance Hearing will be scheduled within 10 business days and all parties will be notified in writing.

6. If the termination is upheld, the tenant must vacate by the date on the Notice to Vacate. If the tenant fails to comply, the HASA will proceed with a legal eviction.
  7. If the termination is overturned, the tenancy will continue without interruption.
  8. Hearings will proceed in a reasonably expeditious manner, and may be conducted by any person designated by the HASA, other than the person who made or approved the decision under review or a subordinate of that person. The tenant will be given an opportunity to present written or oral objections to the decision. The HASA will notify the tenant of the final decision within 10 business days of the hearing by mail.
- E. The HASA shall provide tenants a minimum 30-day notice of any proposed changes in the HASA grievance procedure and provide an opportunity for written comments. Comments submitted shall be considered by the HASA before adopting any change in the grievance procedure. The HASA shall furnish an amended copy of the grievance procedure to each tenant.

## **XXVIII. PET POLICY**

One pet will be allowed in each HASA housing unit. Pet owners must abide by the provisions and requirements of the Pet Policy.

## **XXIX. EVICTIONS**

- A. Serious or repeated violations of the material provisions of the Lease by a tenant family shall cause the HASA to begin eviction proceedings in accordance with State law, the Lease provisions, and the HASA's eviction procedures.
- B. Families are entitled to utilize provisions of the HASA's Grievance Procedure to attempt settlement of disputes with the HASA.
- C. In cases when an eviction is a result of domestic violence, only the tenant causing the violence may be evicted, as long as the victim follows all VAWA procedures in accordance with this ACOP. The identified perpetrator will be permanently banned from all HASA property.

### **XXX. COMPLAINTS OF DISCRIMINATION**

For individuals who believe they are the subject of discrimination, Fair Housing and Equal Opportunity poster containing information on filing complaints with HUD, will be posted in the HASA lobby.

### **XXXI. CONFLICT WITH FEDERAL STATUTE, REGULATION, OR HUD POLICY**

This ACOP is to be interpreted in accordance with Federal statutes and regulations, and in compliance with HUD policy. Any conflict between this ACOP and Federal statutes and regulations will be resolved in favor of Federal law and policy.

### **XXXII. DEFINITIONS**

#### **Accessible Dwelling Units**

When used with respect to design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered or adapted can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR § 8.32 and Section 40 (the Uniform Federal Accessibility Standards) is “accessible” within the meaning of this paragraph. When an individual unit in an existing facility is being made accessible for use by a specific individual, the unit will be deemed accessible when it meets the standards that address the impairment of that individual.

#### **Accessible Facility**

All or any portion of a facility *other than* an individual dwelling unit used by individuals with physical handicaps (24 CFR § 8.21)

#### **Accessible Route**

For persons with mobility impairment, a continuous unobstructed path that complies with space and reaches requirements of the Uniform Federal Accessibility Standards is required. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. (24 CFR § 8.3 & 40.3.5)

#### **Actual and Imminent Threat (VAWA)**

A physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR § 5.2003

## Adaptability

Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability (24 CFR § 8.3 & 40.3.5)

## Adjusted Income

Adjusted income (income upon which rent is based) means Annual Income less the following deductions and exemptions: (24 CFR § 5.611)

### ***Non-elderly/Non-disabled Families***

1. **Child Care Expenses:** a deduction of amounts anticipated to be paid by the family for the care of children under 13 for the period for which Annual Income is computed. Allowed ONLY when such care is necessary to enable a family member to be gainfully employed, to actively seek employment or to further their education. Amounts deducted must be un-reimbursed expenses and shall not exceed:
  - a. amount of employment income included in the HASA's computation of annual income
  - b. an amount determined to be reasonable by the HASA when the expense is incurred to permit education or to actively seek employment.
2. **Dependent Deduction:** an exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-In Aide, foster adult or foster child) who is under 18 years of age or who is 18 or older and disabled, handicapped or a full-time student.
3. **Disability Assistance Expense Deduction:** (for families not considered a "disabled family" but which have a member, other than the head or spouse, who is disabled) a deduction of the cost of all un-reimbursed expenses for Disability Assistance less 3% of Annual Income, provided the amount so calculated does not exceed the employment income earned.

### **For Elderly and Disabled Families Only (families whose head, co-head, spouse or sole member is elderly or disabled)**

1. **Elderly/Disabled Household Exemption:** An exemption of \$400 per household.
2. **Medical Deduction and/or Disability Assistance Expense Deduction (medical expenses of all family members counted)**
  - a. **For Elderly /Disabled Families with Medical Expenses but without Disability Assistance Expenses:** total un-reimbursed medical expenses less 3% of Annual Income.

b. **For Elderly/Disabled Families with both Medical and Disability Assistance Expenses:**

- 1) If total of all un-reimbursed disability assistance expense is equal to or greater than 3% of Annual Income, deduction equals the amount of Disability Expenses less 3% of Annual Income, PLUS actual un-reimbursed Medical Expense.
- 2) If total of all un-reimbursed Disability Assistance expense is less than 3% of Annual Income, then the deduction equals the amount by which the sum of Disability Assistance expenses plus Medical Expenses exceeds 3% of Annual Income.

**Adult**

A person who is 18 years of age or older or who is a minor who has been emancipated or designated as “sui juris” under any Federal, State or tribal law.

**Affiliated Individual**

(1) a spouse, parent, brother, sister, or child of a specific individual, or a person to whom the specific individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of the specific individual); or (2) any individual, tenant, or lawful occupant living in the household of the specific individual. 24 CFR § 5.2003

**Alteration**

Any change in a facility or its permanent fixtures or equipment. This does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to the mechanical systems.

**Annual Income**

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional adult family member. It includes all net income from assets for the 12-month period following the effective date of initial determination or re-examination of income.

**To annualize full-time employment, multiply as follows:**

- a. Hourly wages by 2080 hours
- b. Weekly wages by 52
- c. Bi-weekly wages by 26
- d. Semi-monthly wages by 24
- e. Monthly amount by 12

**Income includes but is not limited to: (24 CFR § 5.609)**

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.
4. If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.
5. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
7. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member.
8. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members.
9. All regular pay, special pay, and allowances of a family member in the Armed Forces.

**Excluded Income 24 CFR § 5.609: Annual Income does not include the following:**

1. Income from the employment of children (including foster children) under the age of 18 years.
2. Payments received for the care of foster children (includes kinship care payments) or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be

periodic in nature).

See paragraph 14 below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of a live-in aide, provided the person meets the definition of a live-in aide.
6. The full amount of student financial assistance, including assistance to pay mandatory education fees, paid directly to the student or the educational institution.
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Certain amounts received that are related to participation in the following programs:
  - a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training)
  - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
  - c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program
  - d. A tenant services stipend. A tenant services stipend is a modest amount (not to exceed \$200/month) received by a public housing tenant for performing a service for the HASA, on a part-time basis that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and tenant initiatives coordination. No tenant may receive more than one such stipend during the same period of time
  - e. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as tenant management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the HASA
9. Temporary, non-recurring, or sporadic income (including gifts).
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during Nazi era.
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse).
12. Adoption assistance payments in excess of \$480 per adopted child.
13. EID: The incremental earnings and benefits to any tenant:

- a. Whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment.
- b. 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.
- c. Whose annual income increases due to new employment or increased earnings of a family member, during or within six months after receiving State-funded assistance, benefits or services.

State-funded assistance, benefits or services means any State program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the HASA in consultation with the local agencies administering Temporary Assistance For Needy Families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance, provided that the total amount over a six-month period is at least \$500.

The maximum period for the disallowance (exclusion) is 24 consecutive months beginning when a family member qualifies for a disallowance.

During the initial 12-month period that the family member qualifies for the EID, the HASA must exclude from annual Income any increase in income as a result of employment. For the subsequent 12-month period, 50% of the income increase shall be excluded.

- 14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;
- 15. Deferred payments of VA disability benefits that are received in a lump sum amount or in prospective monthly amounts;
- 16. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- 17. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- 18. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- a. The value of the allotment provided to an eligible household under Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamp

Program)

- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 5058)

Examples of programs under this Act include but are not limited to:

--the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program

--National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs

--Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE)

- c. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
- d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
- f. Income derived from the disposition of funds to the Grand River Band of Attawa Indians (Pub. L. 94-540, section 6)
- g. The first \$2000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission
- h. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under Federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if the individual is over the age of 23 years with dependent children (Pub. L. 109-115, section 327) (as amended)
- i. Payments received from programs funded under title V. of the Older Americans Act of 1965 (42 U.S.C. 3056g). Examples of programs under this act include, but are not limited to:
  - Senior Community Services Employment Program(CSEP)
  - National Caucus Center on the Black Aged

- National Urban League
- Association National Pro Personas Mayores
- National Council on Aging
- American Association of Retired Persons
- National Council on Senior Citizens
- Green Thumb

- j. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101–201) or any other fund established pursuant to the settlement in In Re Agent Orange Liability Litigation, M.D.L. No. 381 (E.D.N.Y.)
- k. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96–420, 25 U.S.C. 1728)
- l. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
- m. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221(d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l))
- n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433)
- o. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- p. Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802–05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811–16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821)
- q. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c))
- r. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a) (2))
- s. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC)

- t. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f (b))
- u. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. §1437a (b) (4))
- v. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.) and administered by the Office of Native American Programs
- w. A lump sum or a periodic payment received by an individual 28940 Federal Register / Vol. 79, No. 97 / Tuesday, May 20, 2014 / Notices Indian pursuant to the Class Action Settlement Agreement in the case entitled Elouise Cobell et al. v. Ken Salazar et al., 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111–291)
- x. Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107–110, 42 U.S.C. 604(h) (4))
- y. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013–30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a))
- z. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

### **Anticipated Annual Income**

If it is not feasible to anticipate income for a 12-month period, the HASA may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. This method would be used for teachers who are paid for only nine (9) months, or for tenants receiving unemployment compensation.

### **Applicant**

A person or a family that has applied for admission to housing.

### **Application**

A written form, to be signed and dated by an adult member of the family, which includes information the HASA, needs to determine whether the family may be admitted in

accordance with Section IV of this ACOP.

### **Area of Operation**

The municipality for which the authority is created and the area that is within five miles of the territorial boundaries of the municipality and is not within the territorial boundaries of another municipality. To operate in another jurisdiction requires a resolution from the governing body of that jurisdiction. (*Texas Local Government Code 392*)

### **Assets**

Cash (including checking accounts), stocks, bonds, savings, equity if real property or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.

### **Auxiliary Aids**

Services or devices that enable persons with impaired sensory, manual or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. (24 CFR § 8.3)

### **Care Attendant**

A person who regularly visits the unit of an HASA tenant to provide supportive or medical services. Care attendants have their own place of residence (and if requested by the HASA, must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

### **Ceiling Rent**

A maximum TTP amount established by the HASA, not to exceed the flat rent amount that will be used as an interim rent in the following situation. A flat rent family loses income and goes to income-based rent; family member finds employment before next re-exam and income increases to the point that their income-based rent would exceed the flat rent. They are not eligible for flat rent until next re-exam. The ceiling rent would be allowed for the family until the next re-exam, where they could go back on flat rent. Unlike the flat rent, the ceiling rent would include an allowance for utilities.

### **Child Care Expenses**

A deduction of amounts anticipated to be paid by the family for the care of children under 13 for the period for which Annual Income is computed. Allowed ONLY when such care is necessary to enable a family member to be gainfully employed, to actively seek employment or to further their education. Amounts deducted must be un-reimbursed expenses and shall not exceed:

1. The amount of employment income of the person who is enabled to work because

of the child care.

2. An amount determined to be reasonable by the HASA when the expense is incurred to permit education or to actively seek employment. The HASA will use the average of rates obtained from four (4) local child care facilities to determine a reasonable maximum child care expense.

### **Co-head of Household**

A household where two persons are held responsible and accountable for the family.

### **Community Service**

The performance of voluntary work or duties in the public benefit that serve to improve the quality of life and/or enhance tenant self-sufficiency, and/or increase the self-responsibility of the tenant within the community in which the tenant resides. Political activity is excluded.

### **Covered Family**

Family who receives welfare assistance or other public assistance from a state or other public agency under a program for which Federal, State, or local law requires that a member of the family participate in an economic self-sufficiency program as a condition of such assistance.

### **Covered Person**

For purposes of screening and terminating tenancy for criminal activity, a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

### **Dating Violence (VAWA)**

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, and,
  - (ii) the type of relationship; and,
  - (iii) the frequency of interaction between the persons involved in the relationship. 24 CFR § 5.2003

### **Deadly weapon**

- a. A firearm or anything manifestly designed, made or adapted for the purpose of or capability of inflicting death or serious bodily injury.

- b. Anything that is capable of causing death or serious bodily injury.

### **Dependent**

A member of the household (other than head, spouse, sole member, foster child, foster adults, or Live-in Aide) who is under 18 years of age, or 18 years of age or older and disabled, handicapped, or a full-time student. (24 CFR § 5.603)

### **Designated Family**

The category of family for whom a housing authority elects (subject to HUD approval of an Allocation Plan) to designate a project (e.g., elderly family in a project designated for elderly families) in accordance with 1992 Housing Act, PL 96-120. (24 CFR § 945)

### **Designated Housing**

A project(s) or portion of a project designated for elderly only or for disabled families only in accordance with PL 96-106. (24 CFR § 945)

### **Disability Assistance Expense**

Amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member or family members, including the disabled person, to be employed. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the handicapped or disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities. (24 CFR § 5.603)

### **Disabled Family**

A family whose head of household, co-head, spouse or sole member is a person with disabilities. The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. (24 CFR § 5.403)

### **Disabled Person**

A person who is under a disability as defined in

223 of the Social Security Act (42 U.S.C. 423), who has a developmental disability as defined in 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act [U.S.C. 6001(7)], or has a disability as determined by HUD regulations at 24 CFR § 5.403 and 8.3.

1. **Section 223:** disability defined as inability to engage in any substantial gainful

activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months, or in the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial gainful activity requiring skills or ability comparable to those of any gainful activity in which they have previously engaged with some regularity and over a substantial period of time.

2. **Section 102(7):** developmental disability defined as a severe chronic disability that:
  - a. is attributable to a mental or physical impairment or combination of the two
  - b. is manifested before the person attains 22 years of age
  - c. is likely to continue indefinitely
  - d. results in substantial functional limitation in three or more of the following areas of major life activity: self-care, receptive and responsive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency.
  - e. reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment or other services which are of lifelong or extended duration and are individually planned and coordinated.
3. A person having a physical, mental or emotional impairment that:
  - a. is expected to be of long, continued and indefinite duration
  - b. substantially impedes the person's ability to live independently
  - c. is of such a nature that such ability could be improved by more suitable housing conditions.
4. For purposes of qualifying for housing programs, the term does not include any individual whose disability is based solely on any drug or alcohol dependence.
5. Individual with handicaps, as defined in 24 CFR § 8.3, as follows: means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment. As used in this definition, the phrase:
  - a. Physical or mental impairment includes:
    - (i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genito-urinary, hemic and lymphatic, skin, and endocrine, or
    - (ii) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

- (iii) The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
  - b. Major life activities means functions such as caring for one's self, performing annual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
  - c. Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
  - d. Is regarded as having an impairment means:
    - (i) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation,
    - (ii) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment, or
    - (iii) Has none of the impairments defined in paragraph (a) of this section, but is treated by a recipient as having such an impairment.
- 6. The definition of handicap in Section 504 of the Rehabilitation Act of 1973 does not include homosexuality, bisexuality, or transvestitism. (These characteristics do not disqualify an otherwise disabled applicant/tenant from being covered).

### **Disallowance (Disregard)**

An exclusion from annual income for purposes of rent computation.

### **Displaced Person**

A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws.

### **Divestiture Income**

Imputed income from assets, including business assets, disposed of by an applicant or tenant in the last two years at less than fair market value.

## **Domestic Violence**

Includes felony or misdemeanor crimes of violence committed by:

- a. a current or former spouse or intimate partner of the victim
- b. a person with whom the victim shares a child in common
- c. a person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner
- d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- e. any other person against an adult or youth victim who is protected from that person's acts under the family violence laws of the jurisdiction. 24 CFR § 5.2003

## **Drug**

A controlled substance as defined in the Controlled Substances Act

## **Drug-related Criminal Activity**

The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use a drug. (24 CFR § 5.100)

## **Due Process Determination**

A determination by HUD that specified procedures for judicial eviction under State and local law require that a tenant be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the unit. (24 CFR § 966.53)

## **EID**

Earned Income Disallowance (Disregard)

## **Elderly Family**

A family whose head, co-head, spouse or sole member is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. (24 CFR § 5.403)

## **Elderly Person**

A person who is at least 62 years of age (24 CFR § 5.100)

## **Elements of Due Process**

The court procedures for eviction under State and local law require all of the following before eviction from a unit: (24 CFR § 966.53)

1. The opportunity for a hearing on the existence of serious or repeated Lease violations or other good cause for eviction
2. Advance notice of the hearing, and of the alleged reasons for eviction
3. Hearing before an impartial party
4. The opportunity to be represented by counsel
5. The opportunity to present evidence and question witnesses
6. A decision on the reasons for eviction before the occupants are evicted

## **Eligibility Income**

This is the applicant's Annual Income amount. This figure is compared to the HUD-approved income limits (issued annually) to determine if an applicant family is eligible for admission.

## **Emancipated Minor**

A person under age 18 who does not live or intend to live with their parents, and who has been declared "emancipated" by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a HASA lease.

## **Extremely Low Income Family**

A very low-income family whose annual income does not exceed the higher of:

1. The poverty guidelines established by the Department of Health and Human Services applicable to the size of the family, or
2. 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

## **Eviction**

Forcing occupants to move out of their unit.

## **Family**

Includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person, or
2. A group of persons residing together and such group include, but are not limited to:
  - a. a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family)
  - b. elderly family
  - c. a near-elderly family
  - d. a disabled family
  - e. a displaced
  - f. the remaining member of a tenant family 24 CFR § 5.403

## **Family Self Sufficiency**

Any approved program established by the HASA to promote self-sufficiency among participating families, including the provision of supportive services, toward the goal of the families' no longer needing public assistance.

## **Fixed Income**

Fixed income includes periodic payments at reasonably predictable levels from one or more of the following sources:

1. Social Security, Supplemental Security Income, Supplemental Disability Insurance
2. Federal, State, local, or private pension plans
3. Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts
4. Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.

## **Flat Rents**

Flat rents represent the actual market value of the HASA's housing units but will never be

set at less than 80% of HUD's published FMRs with adjustments for utilities (P.L 113-76, 2014).

### **Foster Child/Adult**

A child/adult placed in the care of a Foster Family by a licensed Child Placement Agency or Adult Placement Agency.

### **Fraud**

Fraud as defined under any Federal or State civil or criminal statute or any other deliberate misrepresentation to this HASA by any member of an applicant or tenant family. (24 CFR § 966.2)

### **Full-Time Student**

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institutions include but are not limited to: colleges, universities, secondary schools, vocational schools or trade school (24 CFR § 5.603)

### **Gender Identity**

Gender identity means actual or perceived gender-related characteristics. (24 CFR § 5.100)

### **Guest**

For the purposes of determining whether an individual's criminal activity is the responsibility of the tenant, a guest is a person temporarily staying in the unit with the consent of the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the Lease apply to a guest as so defined.

### **Hardship Waiver (Minimum Rent)**

A family may apply for a waiver of the minimum rent if one of the following situations occurs

1. Family has lost eligibility for or is awaiting approval of Federal, State, or local assistance (includes family with member who is a noncitizen who is lawfully admitted for permanent residence)
2. Family's income has decreased because of changes in circumstances, including loss of employment
3. A family member has died
4. The family would be evicted because they cannot pay the minimum rent.

## **Hate Crimes**

Actual or threatened physical violence or intimidation of a recent or continuing nature that is directed against a person or his property that is based on the person's race, age, color, religion, sex, national origin, disability or familial status.

## **Head of Household**

Head of household is the family member (identified by the family) who is held responsible and accountable for the family.

## **Household**

The tenant and other persons who live in a unit with written approval of the HASA. (24 CFR § 966.2)

## **Imputed Welfare Income**

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

## **Income - Adjusted**

See "Adjusted Income"

## **Income - Annual**

See "Annual Income"

## **Income - Eligibility**

See "Eligibility Income"

## **Income Limits**

The income limits for each county in the state are determined and published by HUD annually. Income limits are based on 30%, 50% and 80% of median for the area.

## **Income-Based Rent**

TTP that is based on the family's income

## **Kinship Care**

An arrangement in which a relative or non-relative becomes the care giver for a child or children but is not the biological parent of the child or children. The primary care giver need not have legal custody of such child or children to be a kinship care giver under this

definition.

### **Live-In Aide (24 CFR § 5.403)**

1. A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who:
  - a. is determined by the HASA to be essential to the care and wellbeing of the person(s)
  - b. is not obligated to support the family member
  - c. would not be living in the unit except to provide the necessary supportive services
2. A Live-In Aide is not listed on the Lease and cannot become a remaining family member for continued occupancy purposes.
3. A Live-In Aide's income is not counted in determining the family's income.

### **Low Income Family**

A family whose annual income does not exceed 80% of the median income for the area as determined by HUD with adjustments for smaller and larger families.

### **Medical Expense**

Medical expenses are those which are allowed by the Internal Revenue Service (Publication 502). These are expenses that are anticipated during the period for which annual income is computed and that are not covered by insurance (24 CFR § 5.603) *(Note: This is only one option; HASA may choose its own allowable expenses for this purpose)*

### **Medical Expense Allowance**

For purposes of calculating adjusted income for elderly or disabled families only, medical expense allowance means the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance (24 CFR § 5.611).

In cases where the family is eligible for both a medical allowance and disability assistance allowance, the following applies:

1. If the total of all un-reimbursed disability assistance expense is equal to or greater than 3% of Annual Income, deduction equals the amount of Disability Expenses less 3% of Annual Income, PLUS actual un-reimbursed Medical Expense.
2. If the total of all un-reimbursed Disability Assistance expense is less than 3% of

Annual Income, then the deduction equals the amount by which the sum of Disability Assistance expenses plus Medical Expenses exceeds 3% of Annual Income.

### **Minimum Rent**

The HASA has set a minimum rent amount of \$50 for each family, unless the family has been approved for a hardship waiver.

### **Minor**

A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. Some minors are permitted to execute contracts, provided a court has declared them “emancipated.”

### **Mixed Population Project**

A public housing project for elderly and disabled families. The HASA is not required to designate this type of project under 24 CFR § 945 or prepare an allocation plan.

### **Mixed Family**

A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status. (24 CFR § 5.504)

### **Monthly Income**

One-twelfth of Annual Income (24 CFR § 5.603)

### **Monthly Adjusted Income**

One-twelfth of Adjusted Income (24 CFR § 5.603)

### **Multifamily Housing Project**

For purposes of 504, means a project containing five or more dwelling units (24 CFR § 8.3)

### **Near-Elderly Family**

A family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age). The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **(24 CFR § 5.403)**

## **Near-Elderly Person**

Near elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62. (24 CFR § 5.603)

## **Negative Rent**

See Utility Reimbursement

## **Net Family Assets (24 CFR § 5.603)**

The net cash value, after deducting reasonable costs (e.g., brokerage or legal fees, settlement costs, penalties for early withdrawal) that would be incurred in disposing of:

1. Real property (land, houses, mobile homes)
2. Savings (CD, IRA or KEOGH accounts, checking and savings accounts, precious metals)
3. Cash value of whole life insurance policies
4. Stocks and bonds (mutual funds, corporate bonds, savings bonds)
5. Other forms of capital investments (business equipment) excluding interests in Indian trust lands and excluding equity accounts in HUD home ownership programs

## **Non-citizen**

A person who is neither a United States citizen nor a National of the United States (24 CFR § 5.504)

## **Over-income Family**

An individual or family who is not a low-income family at the time of initial occupancy.

## **Perpetrator**

A person who carries out a harmful, illegal, or immoral act.

## **Portion of project**

Includes one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects (24 CFR § 945.105)

## **Premises**

The building or complex or development in which the public housing dwelling is located, including common areas and grounds.

## **Previously Unemployed Person**

An individual who has earned, in the twelve (12) months previous to employment, no more than would be received for ten (10) hours of work per week for fifty (50) weeks at the established minimum wage.

## **Project (504 Definition)**

Means the whole of one or more residential structures and appurtenant structures, equipment, roads, walks and parking lots that are covered by a single contract for federal assistance or application for assistance, or are treated as a whole for processing purposes, whether or not on a common site (24 CFR § 8.3)

## **Public Assistance**

TANF or other payments to families and individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

## **Reasonable Accommodation**

Reasonable accommodation is making alterations or adaptations to provide access to otherwise qualified individuals with disabilities in the use of the program and facilities, without causing undue financial and administrative hardship or substantially altering the program or activity.

## **Re-certification**

Also called re-examination or re-determination. The checking of family circumstances and income at least annually to determine if family composition or income changes would require a change in rent or unit size.

## **Service Provider**

A person or organization qualified and experienced in the provision of supportive services, that is in compliance with any licensing requirements imposed by State or local laws for the type of service or services to be provided. The service provider may provide the service on either a for-profit or not-for-profit basis (24 CFR § 945.105)

## **Sexual Assault (VAWA)**

Any nonconsensual sexual act proscribed by Federal or State law, including when the victim lacks capacity to consent. **24 CFR § 5.2003**

## **Sexual Orientation**

Sexual orientation means homosexuality, heterosexuality or bisexuality. (24 CFR § 5.100)

## **Single Person**

A person who lives alone or intends to live alone and is not an elderly person, a person with disabilities, a displaced person or the remaining member of a tenant family (24 CFR § 945.105)

## **Specified Welfare Benefit Reduction**

1. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
2. Does not include a reduction or termination of welfare benefits by the agency
  - a. At expiration of a lifetime or other time limit on the benefits
  - b. Because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements, or
  - c. Because a family member has not complied with other welfare agency requirements.

## **Spouse**

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

## **Spouse or Intimate Partner (VAWA)**

A person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship and the frequency of interaction between the persons involved in the relationship. 24 CFR § 5.2003

## **Stalking (VAWA)**

Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's individual safety or the safety of others, or suffer substantial emotional distress. 24 CFR § § 5.2003

## **Streamlined Income Determination for Fixed Income**

For each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest is applied to the previously verified or adjusted income amount.

## **TANF**

Temporary Assistance to Needy Families is the term that replaced AFDC.

## **Temporarily Absent Family Member**

An individual who is or is expected to be absent from the dwelling unit for 180 consecutive days or less and continues to be considered a family member. A family member who is expected to be absent for more than 180 days is considered permanently absent and no longer a family member, EXCEPT:

1. a family member who is away at school unless information becomes available to the HASA indicating that the student has established a separate household or the family declares that the student has established a separate household.
2. a family member who is absent due to an employment situation
3. a child who has been placed in foster care unless the placement agency confirms that the child has been permanently removed from the home.
4. Military personnel (including reservists and guardsmen) who are called to active duty in the Middle East.

## **Tenant Rent**

The amount payable monthly by the family as rent to the HASA. Where all utilities (except telephone) and other essential housing services are supplied by the HASA, Tenant Rent equals TTP. Where some or all utilities (except telephone) and other essential housing services are not supplied by the HASA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals TTP less the UA (24 CFR § 5.603)

## **Uniform Federal Accessibility Standards**

Standards for the design, construction and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. Standards are in Appendix A to 24 CFR § 40

## **Utilities**

Water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone service is not considered a utility.

### **Utility Allowance (UA) (24 CFR § 5.603)**

If the cost of utilities (except telephone) for an assisted unit is not included in the Tenant Rent but is the responsibility of the family, an amount equal to the estimate made, as approved by the HASA or HUD, of the monthly costs of a reasonable consumption of such utilities for the unit, consistent with the requirements of a safe, sanitary and healthful living environment. Schedule of UAs is incorporated into this ACOP by reference.

### **Utility Reimbursement (UR) (24 CFR § 5.603)**

The amount, if any, by which the UA for the unit, if applicable, exceeds the TTP for the family occupying the unit. In such a case, the amount will be reimbursed to the family on a monthly basis or directly to the utility company on behalf of the family.

### **VAWA**

Violence Against Women Act of 1994, as amended. (Includes men) 24 CFR § 5.2003

### **Very Poor Family**

See "Extremely Low Income Family"

### **Very Low Income Family**

Family who has Annual Income that does not exceed 50% of the median income for the area.

### **Violent Criminal Activity**

Any criminal activity that involves crimes of physical violence to persons or property, and other criminal acts, which would adversely affect the health, safety or welfare of other tenants. This includes violent behavior, or threats of violence, with or without a weapon, or behavior that causes fear within the community.