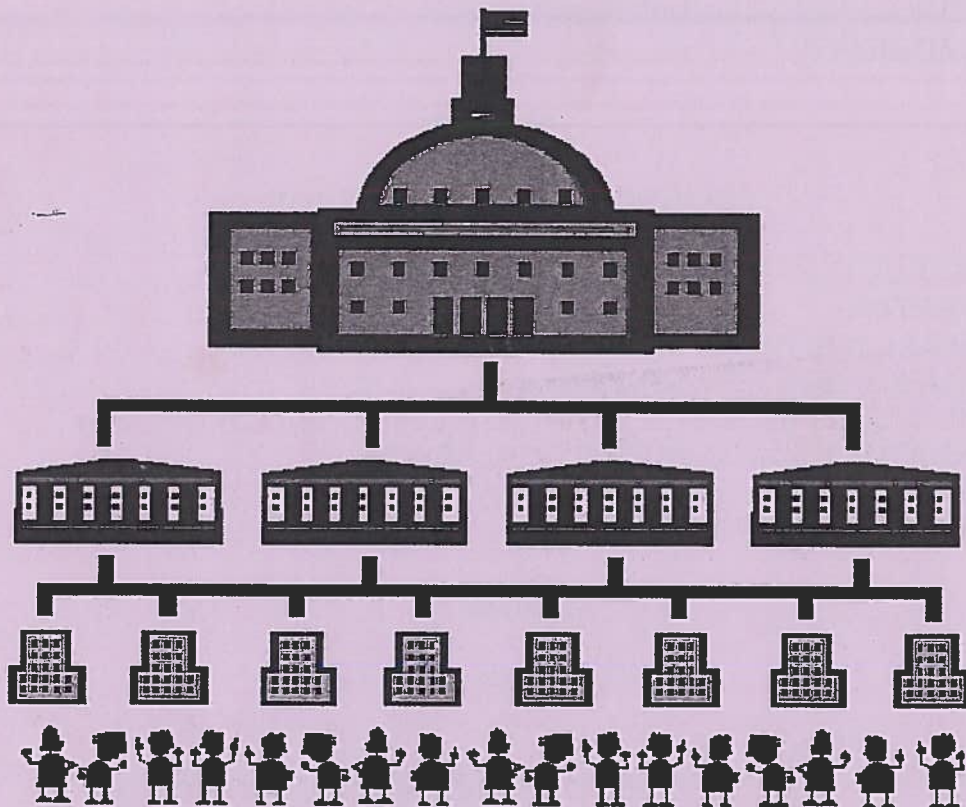


Housing Authority of the City of Abilene

Roberta Thompson, Executive Director

ADMISSION & CONTINUED OCCUPANY POLICIES

Update – September 2003



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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

A.	LOCAL OBJECTIVES	1-2
B.	PURPOSE OF THE POLICY	1-2
C.	FAIR HOUSING POLICY	1-3
D.	SERVICE POLICY/ACCOMMODATIONS	1-8
E.	TRANSLATIONS OF DOCUMENTS	1-9
F.	FAMILY OUTREACH	1-10
G.	PRIVACY RIGHTS	1-11
H.	EQUAL EMPLOYMENT OPPORTUNITY	1-11
I.	POSTING OF REQUIRED INFORMATION	1-12
J.	TERMINOLOGY	1-13

Chapter 2

ELIGIBILITY FOR ADMISSION

A.	INTRODUCTION	2-1
B.	MARKETING	2-1
C.	GENERAL POLICY ON SCREENING FOR SUITABILITY	2-1
D.	QUALIFICATION FOR ADMISSION	2-3
E.	FAMILY COMPOSITION	2-5
F.	MANDATORY SOCIAL SECURITY NUMBERS	2-8
G.	CITIZENSHIP/ELIGIBILITY IMMIGRATION STATUS	2-8
H.	APPLICANT SELECTION CRITERIA	2-9

Chapter 3

APPLYING FOR ADMISSION

A.	HOW TO APPLY	3-1
B.	DENIAL OF ADMISSION FOR DRUG-RELATED AND/OR OTHER CRIMINAL ACTIVITY	3-1
C.	INELIGIBILITY IF EVICTED FOR DRUG-RELATED ACTIVITY	3-2
D.	SCREENING OUT ILLEGAL DRUG USERS & ALCOHOL ABUSERS	3-3
E.	OTHER CRIMINAL ACTIVITY	3-7
F.	OPENING/CLOSING OF APPLICATION TAKING	3-8
G.	"INITIAL" APPLICATION PROCEDURES	3-9
H.	NOTIFICATION OF APPLICANT STATUS	3-10
I.	TIME OF SELECTION	3-11
J.	COMPLETION OF A FULL APPLICATION	3-11
K.	FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY	3-13
L.	Fleeing Felons	3-14

Chapter 4

ESTABLISHING PREFERENCES AND MANAGING THE WAITING LIST

A.	MANAGEMENT OF THE WAITING LIST	4-1
B.	WAITING LIST PREFERENCES	4-5
C.	PREFERENCE ELIGIBILITY.....	4-5
D.	FACTORS THAT AFFECT SELECTION OF APPLICANTS	4-6
E.	PREFERENCE DENIAL	4-7
F.	REMOVAL FROM WAITING LIST AND PURGING	4-8

Chapter 5

OCCUPANCY GUIDELINES

A.	DETERMINING UNIT SIZE.....	5-1
B.	CHANGES IN UNIT SIZE.....	5-2
C.	ACCESSIBLE UNITS.....	5-3
D.	FAMILY MOVES	5-3

Chapter 6

DETERMINATION OF TOTAL TENANT PAYMENT

A.	MINIMUM RENT	6-1
B.	SELF-SUFFICIENCY RENT INCENTIVES (DISALLOWANCE)	6-2
C.	INCOME AND ALLOWANCES	6-4
D.	DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT	6-4
E.	AVERAGING INCOME.....	6-10
F.	MINIMUM INCOME	6-10
G.	INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME ...	6-10
H.	REGULAR CONTRIBUTIONS AND GIFTS	6-11
I.	ALIMONY AND CHILD SUPPORT	6-11
J.	LUMP-SUM RECEIPTS.....	6-11
K.	CONTRIBUTIONS TO RETIREMENT FUNDS- ASSETS	6-13
L.	ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE	6-13
M.	CHILD CARE EXPENSES	6-13
N.	MEDICAL EXPENSES.....	6-14
O.	PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES.....	6-14
P.	REDUCTION IN BENEFITS.....	6-15
Q.	UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS	6-15
R.	EXCESS UTILITY PAYMENTS	6-16
S.	CEILING RENTS	6-16
T.	PROCEDURES TO OBTAIN A HEARING REGARDING AMOUNT OF RENT	6-16

Chapter 7

VERIFICATION PROCEDURES

A.	METHODS OF VERIFICATION AND TIME ALLOWED	7-1
B.	RELEASE OF INFORMATION	7-3
C.	ITEMS TO BE VERIFIED	7-3
D.	VERIFICATION OF INCOME	7-4
E.	INCOME FROM ASSETS	7-8
F.	VERIFICATION OF ASSETS	7-8
G.	VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME	7-9
H.	VERIFYING NON-FINANCIAL FACTORS	7-11
I.	VERIFICATION OF SUITABILITY FOR ADMISSION	7-15
J.	VERIFICATION OF WAITING LIST PREFERENCES	7-17

Chapter 8

TENANT SELECTION AND ACTION PLAN

A.	METHOD OF SELECTION	8-1
----	---------------------------	-----

Chapter 9

LEASING

A.	LEASE ORIENTATION	9-1
B.	EXECUTION OF LEASE	9-2
C.	ADDITIONS TO THE LEASE	9-3
D.	LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES	9-4
E.	UTILITY SERVICES	9-5
F.	SECURITY DEPOSITS	9-5
G.	RENT PAYMENTS	9-6
H.	FEES AND NONPAYMENT PENALTIES	9-6
I.	SCHEDULES OF SPECIAL CHARGES	9-7
J.	MODIFICATIONS TO THE LEASE	9-7
K.	CANCELLATION OF THE LEASE	9-8
L.	INSPECTIONS OF PUBLIC HOUSING UNITS	9-8

Chapter 10

PET POLICY

A.	STANDARDS.....	10-1
B.	SERVICE ANIMALS	10-2
C.	PETS TEMPORARILY ON THE PREMISES	10-2
D.	EXCEPTIONS	10-3
E.	PET DEPOSIT AND WASTE REMOVAL CHARGE	10-3
F.	EXTERMINATION	10-3
G.	NOISE.....	10-3
H.	PET CARE	10-4
I.	ALTERATIONS.....	10-4
J.	RESPONSIBLE PARTIES.....	10-4
K.	PET RULE VIOLATIONS	10-4
L.	TENANTS UNAUTHORIZED TO HAVE PETS	10-4

Chapter 11

RECERTIFICATIONS

A.	TYPES OF RENT.....	11-1
B.	ELIGIBILITY FOR CONTINUED OCCUPANCY	11-2
C.	ANNUAL RECERTIFICATIONS	11-5
D.	REPORTING INTERIM CHANGES.....	11-8
E.	TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)	11-9
F.	REPORTING OF CHANGES IN FAMILY.....	11-10
G.	CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES.....	11-11

Chapter 12

LEASE TERMINATIONS

A.	TERMINATION BY TENANT	12-1
B.	TERMINATION BY PHA	12-1
C.	NOTIFICATION REQUIREMENTS.....	12-3
D.	RECORD KEEPING	12-4
E.	TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS	12-5

Chapter 13

COMPLAINTS, GRIEVANCES AND APPEALS

A.	COMPLAINTS	13-1
B.	APPEALS BY APPLICANTS	13-2
C.	APPEALS BY RESIDENTS	13-3
D.	HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NONCITIZENS"	13-3
E.	GRIEVANCE PROCEDURES	13-4

Chapter 14

FAMILY DEBTS TO THE PHA

A.	REPAYMENT AGREEMENT FOR FAMILIES	14-1
B.	DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION	14-2
C.	WRITING OFF DEBTS	14-3

Chapter 15

GLOSSARY

I.	TERMS USED IN DETERMINING RENT	15-1
II.	GLOSSARY OF HOUSING TERMS	15-6
III.	GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE.....	15-17

Chapter 16

PROGRAM INTEGRITY ADDENDUM

A.	CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD.....	16-1
B.	STEPS THE PHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD.....	16-2
C.	STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD.....	16-3
D.	THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD.....	16-3
E.	HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD.....	16-4
F.	PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE PHA	16-5
G.	CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW.....	16-5
H.	EVALUATION OF THE FINDINGS.....	16-5
I.	ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED	16-5

Chapter 17

OTHER MATERS

A.	LEAD-BASED PAINT NOTIFICATION AND RECORDS.....	17-1
B.	UTILITY REIMBURSEMENT.....	17-2
C.	PET OWNERSHIP.....	17-2
D.	TRANSFERS.....	17-2
E.	COLLECTION	17-2
F.	TERMINATION OF LEASE	17-2
G.	GRIEVANCE PROCEDURES	17-2
H.	COMMUNITY SERVICE/SELF-SUFFICIENCY REQUIREMENTS	17-2
I.	OCCUPANCY OF POLICE OFFICERS	17-2
J.	FAIR HOUSING AND EQUAL OPPORTUNITY POSTER.....	17-3
K.	PREEMPTION OF RESTRICTIONS ON PLACEMENT OF DIRECT BROADCAST SATELLITE...AND TELEVISION BROADCAST ANTENNAS ..	17-3
L.	DISCLAIMER	17-4

LOW RENT PUBLIC HOUSING (LRPH) ADMISSIONS AND CONTINUED OCCUPANCY PLAN (ACOP)

PLAN CHANGES

April 16, 2009

Plan Name	Old Policy	New Policy	When Change Needs to Be Made?	Location in Plan?	Annual or One-Time Change?
ACOP	555 Walnut Street (City of Abilene Office)	534 Cypress Street, Suite #200, Abilene, TX 79601	Immediately	1-11 a.	One-Time
ACOP	N/A	Add "2100/2250 Vogel Avenue, Abilene, TX 79603"	Immediately	1-11 a.	One-Time
ACOP	Maintain community-wide Housing Hot Line that provides information on all housing programs, eligibility criteria, and the estimated waiting period for assistance. The Housing Hot Line telephone numbers is 915-676-2255 ext. 1900.	Remove-Hot Line no longer exists	Immediately	1-11 c.	One-Time
ACOP	Any and all information, which would lead one to determine the nature and/or severity of a disability, must be kept in a separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. The Housing Administrator and/or Housing Program's Coordinator must approve all requests for access and granting of accommodations based on this information.	Any and all information, which would lead one to determine the nature and/or severity of a disability, must be kept in a separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. The Public Housing Manager and/or Executive Director must approve all requests for access and granting of accommodations based on this information.	Immediately	1-11 G. p.3	
ACOP	Ability to Meet PHA's Admission Criteria. Suitability screening resources can include, but are not limited to: Tenant Tracker; Previous PHA records; Personal interviews with family members; Interviews with current or previous landlords, employers, credit bureaus, parole officers; Police records; Home visits; and, School records.	Ability to Meet PHA's Admission Criteria. Suitability screening resources can include, but are not limited to: Tenant Tracker (rental, credit, criminal histories); Previous PHA records; Personal interviews with applicant and family members; Interviews with current or previous landlords, employers, credit bureaus, family, social workers, parole officers; Police records; Home visits; and, School records.	Immediately	2-12 4.	One-Time
ACOP	The PHA will complete a criminal background check on all adult members and youth, age 16 and over, of the applicant's household, or any member for which criminal records are available.	The PHA will complete a criminal background check on all adult members and youth, age 18 and over, of the applicant's household, or any member for which criminal records are available.	Immediately	2-14 (4)	One-Time
ACOP	Full time students who attend school away from the home will be treated in the following manner: 1. A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, and the member will not be included on the lease, and the member will not be included for determination of unit size. 2. Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household. 3. Full time students who attend school away from the home and live with the family during school recess will be considered permanently absent from the household.	Full time students who attend school away from the home will be treated in the following manner: 1. A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, and the member will not be included on the lease, and the member will not be included for determination of unit size. 2. Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household. 3. Full time students who attend school away from the home and live with the family during school recess will be considered permanently absent from the household.	Immediately	6-8 1.-3.	One-Time

**LOW RENT PUBLIC HOUSING (LRPH) ADMISSIONS AND CONTINUED OCCUPANCY PLAN (ACOP)
PLAN CHANGES
April 16, 2009**

Plan Name	Old Policy	New Policy	When Change Needs to Be Made?	Location in Plan?	Annual or One-Time Change?
ACOP	Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, are not included in income but may be included in assets. Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump-sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments that have accumulated due to a dispute will be treated the same as periodic payments that are deferred due to delays in processing.	Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets. Lump-sum payments caused by delays in processing periodic payments (unemployment, welfare assistance or child support) are counted as income. Lump-sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments that have accumulated due to a dispute will be treated the same as periodic payments that are deferred due to delays in processing. Periodic and determinable allowances, such as alimony and child support, and regular contributions of gifts received from organizations or from persons not residing in the dwelling are included in Annual Income. This is treated the same as periodic payments that are deferred due to delays in processing.	Immediately	6-11 J.	One-Time
ACOP	J. LUMP-SUM RECEIPTS [24 C.F.R. § 5.609 (b)(5), c]	J. LUMP-SUM RECEIPTS [24 C.F.R. § 5.609 (b)(4), c]	Immediately	6-11 J.	One-Time
ACOP	Reasonable child card expenses: As defined by the Authority, may not exceed \$45.00 per week per child. The amount of the Pet Deposit is \$50. (Typographical error.)	The amount deducted shall reflect reasonable charges for child care. The amount of the Pet Deposit is \$250.00, \$150 for the Elderly.	Immediately	6-14	One-Time
ACOP	1. An initial refundable security deposit payment of \$50.00 on or prior to the date the pet is properly registered and brought into the unit. The security deposit may be waived for a service animal for a disabled person as a reasonable accommodation. 2. Monthly payments in an amount of no less than \$10.00 until the specified deposit have been paid. The PHA reserves the right to change or increase the required deposit by amendment to these rules. 3. Pet deposit and pet waste removal charges (\$5.00 per occurrence) are not part of rent payable by the tenant. 4. The pet deposit shall be refunded when the tenant moves out or when the Resident no longer keeps a pet, whichever is earlier. 5. The pet must be maintained within the Resident/Pet Owner's unit. When outside the unit, dogs and cats must be kept on a leash or carried and under the control of the Resident/Pet Owner or other responsible individual AT ALL TIMES. Pets are not allowed in the Community Room or other Housing Authority Offices (services animals excepted.)	1. An initial refundable security deposit payment of \$250.00 on or prior to the date the pet is properly registered and brought into the unit. The security deposit may be waived for a service animal for a disabled person as a reasonable accommodation. The pet must be maintained within the Resident/Pet Owner's unit. When outside the unit, dogs and cats must be kept on a leash or carried and under the control of the Resident/Pet Owner or other responsible individual AT ALL TIMES. Pets are not allowed in the Community Room or other Housing Authority Offices (services animals excepted.) 2. Pet waste removal charges (\$10.00 per occurrence) are not part of rent payable by the Resident. 3. The pet deposit shall be refunded when the Resident moves out or when the Resident no longer keeps a pet, whichever is earlier.	Immediately	10-3 E.	One-Time

**LOW RENT PUBLIC HOUSING (LRPH) ADMISSIONS AND CONTINUED OCCUPANCY PLAN (ACOP)
PLAN CHANGES**

April 16, 2009

Plan Name	Old Policy	New Policy	When Change Needs to Be Made?	Location in Plan?	Annual or One-Time Change?
ACOP	The PHA will process rent adjustments for all increases in income that are reported between regularly scheduled recertifications. Rent increases (except those due to misrepresentation) require 30-days notice.	The PHA will process rent adjustments for all increases in income at the time of the scheduled annual recertification, except those due to misrepresentation. The Public Housing Manager reserves the right to change this procedure at any time.	Immediately	11-8 b.	One-Time
ACOP	All references to "City of Abilene."	Change to "Abilene Housing Authority."	Immediately	All	One-Time

Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The United States Housing Act of 1937 created the Low Rent Public Housing Program. The Administration of the Public Housing Program and the functions and responsibilities of the Public Housing Authority (PHA) staff shall be in compliance with the PHA's Personnel Policy, the Admissions and Continued Occupancy Policy, and the requirements of the Department of Housing and Urban Development's (HUD's) Public Housing Regulations, Handbooks, and Notices, where applicable, as well as all federal, state and local laws, including Fair Housing Laws and regulations. Changes in applicable federal law or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Chapter VII and IX. (Code of Federal Regulations).

In this document, the term "PHA" is used interchangeably with "HA" and "IHA".

THE PHA'S MISSION STATEMENT AND VALUES

The PHA's Mission is to serve the needs of low-income, very low-income, and extremely low-income families in the PHA's jurisdiction and to: (1) increase availability of decent, safe, sanitary and affordable housing in its communities; (2) ensure equal opportunity in housing; (3) promote self-sufficiency and asset development of families and individuals; and (4) to provide improved living conditions for very low- and low-income families while maintaining their rent payments at an affordable level; (5) improve community quality of life and economic viability. In addition, the PHA will strive to upgrade substandard housing through construction and modernization and to provide quality homeownership that will build stronger and healthier communities while promoting economic independence.

The PHA incorporates the values of the City of Abilene, which are:

- Team Spirit;
- Continuous Improvement;
- Responsiveness;
- Integrity;
- Individual Worth.

A. LOCAL OBJECTIVES

The Admissions and Continued Occupancy Plan for the Public Housing Program is designed to achieve the following objectives:

1. To ensure decent, safe, and affordable housing for low-income persons;
2. To operate a socially and financially sound public housing agency that provides drug-free, decent, safe, and sanitary housing with a suitable living environment for residents and their families;
3. To avoid concentrations of economically and socially deprived families in any one or all of the PHA's public housing developments;
4. To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to PHA employees;
5. To coordinate resources by creating opportunities that will lead resident families to economic independence and self-sufficiency;
6. To facilitate the judicious management of the PHA inventory, and the efficient management of the PHA staff; and,
7. To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, disability or familial status.

B. PURPOSE OF THE POLICY

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

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

C. FAIR HOUSING POLICY

In making decisions concerning admission and occupancy of dwelling units, the PHA must comply with requirements against discrimination contained in Civil Rights legislation enacted in the 1960's and subsequent legislation concerning the disabled and the aged. The following outlines the PHA's general policy concerning the requirements and specific actions to be taken in the admission and occupancy process.

It is the policy of the PHA to comply fully with all federal, state, and local laws relating to Civil Rights, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), any applicable state laws or local ordinances and any legislation protecting individual rights of residents, applicants or staff that may subsequently be enacted.

The PHA shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, in any phase of the occupancy process. The occupancy process includes, but is not limited to, application processing, leasing, transfers, delivery of management and services, access to common facilities, treatment of residents, termination of occupancy, including land, that is part of any project or projects under the PHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

There will be no intimidation or retaliatory actions by the PHA or its staff against any applicant or resident because of participation in civil rights activities, or for having asserted any civil rights under statute, regulations, or requirements pursuant thereto.

The race, color, or national origin of the residents of the dwelling units or of the staff will not be a factor in the assignment of managers and other staff responsible for the administration of the dwelling units.

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

The PHA will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunities. In accordance with the Rehabilitation Act of 1974, Section 504, PHA will make such procedural, administrative, or physical changes as will reasonably accommodate individuals (applicants or residents) with handicaps or disabilities. (24 CFR §§ 8.21, 8.23, 8.24, and 8.25)

Such accommodations will be reasonable in accordance with the Section 504 regulations.

1. Section 504 of the Rehabilitation Act of 1974 (PL93-112) is Approved and Adopted as a PHA Policy Entitled Program Accessibility Policy (adopted August 1990):
 - a. New non-housing facilities will be designed and constructed to be readily accessible to and usable by individuals with disabilities.
 - b. Alterations to existing non-housing facilities will, to the maximum extent feasible be made readily accessible to and usable by individuals with disabilities.
 - c. New multi-family housing projects will be designed and constructed to be readily accessible to and usable by individuals with disabilities.
 - d. The dwelling units will be made accessible to and usable by people with disabilities, to the maximum extent feasible.
 - e. Common areas such as entrances and lobbies will be, to the maximum extent feasible, made accessible to and usable by individuals with disabilities.
 - f. The goal for all City of Abilene housing projects is to provide a choice of living arrangements for qualified individuals with disabilities that, as a whole, are comparable to that of other eligible persons.
2. Information Dissemination
 - a. Dissemination of information on accessibility will be standard, which identifies access to programs information for qualified persons with disabilities.
 - b. Posters shall be placed in locations such that any small print on posted announcements may be read from the height of a standard wheelchair.
 - c. Printing of all words shall be clear, distinct, and of such quality that color-blind individuals shall be able to distinguish the content.
 - d. Graphics shall be free of patronizing stereotypes and will permit easy reading of content.
 - e. All written posters shall clearly state the procedures for providing access to programs along with the name, address, and phone number of the Section 504 contact person.
3. Readers and Amanuenses (one who is employed to take dictation or to copy manuscript)
 - a. Public Notice of Meetings will be sent to Texas Commission for the Blind, and such notice may be printed in Braille. Minutes of the meeting may be obtained upon a 48-hour request.
 - b. So that information may be disseminated equally, public notices will also be sent to:
 - (1) Abilene Regional Mental Health/Mental Retardation (MHMR);

- (2) Abilene State School (Community Services);
- (3) West Texas Rehabilitation;
- (4) Goodwill Industries;
- (5) West Texas Services for the Deaf.
- c. Upon a 48-hour request, the PHA's staff will contact one of the above services to ensure that readers, amanuenses, or sign language interpreters are available for the public meeting.

4. Assisted Listening Devices (ALD's)

The PHA's office will contact the West Texas Rehabilitation Center 48 hours in advance to provide ALD loaners. Furthermore, the PHA staff will contact West Texas Services for the Deaf by sending information of meetings and programs. They will in turn relay this information to the targeted audience.

5. Emergency Evacuation

The PHA's office has designated the secretary as primary designee, and the housing specialist as alternate back-up to assist those individual(s) who need assistance to enter or evacuate the building or to read signs or information.

6. Contractors

All contractors and procurement officials shall comply with the Equal Housing Opportunity Policy, which prohibits discrimination in the hiring and use of services because of a person's disability as stated in Section 504.

A telecommunication device (TDD or TTY) is available for use to communicate with individuals who have hearing or speech impairments. The number is 676-6034.

Interpreters shall be provided, upon request, to communicate with individuals who are non-English speaking or have hearing impairments.

Readers shall be provided for persons with vision impairments and amanuenses for persons with manual impairments.

Community agencies and organizations shall be utilized when necessary to make services accessible for individuals with special disability needs such as blindness, deafness, speech impairment, etc.

In reaching an accommodation with an otherwise qualified individual with disabilities, the PHA is **not** required, in accordance with 24 CFR 8.21, 8.23, 8.24, and 8.25, to:

- a. Make structural alterations when other methods are demonstrated to achieve the same effect.
 - b. Make structural alterations that require removing or altering a load-bearing structural member.
 - c. Provide an elevator in any multi-family housing project solely to locate accessible units above or below the grade level.
 - d. Provide support services that are not already part of its housing programs.
 - e. Take any action that would result in a fundamental alteration in the nature of the program of services.
 - f. Take any action that would result in an undue financial and administrative burden on the PHA.
7. The PHA shall not, on account of race, color, sex, religion, familial status, disability, national origin, or familial status:
- a. Deny a person or family admission to housing.
 - b. Provide housing which is different than that provided others, except for elderly and disabled where accessibility features may be required.
 - c. Subject a person to segregation or disparate treatment.
 - d. Restrict a person's access to any benefit enjoyed by others in connection with housing programs.
 - e. Treat a person differently in determining eligibility or other requirements for admission.
 - f. Deny any person access to the same level of services provided to others.
 - g. Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the housing programs.
 - h. It will not intimidate, threaten, or take any retaliatory action against any applicant or resident because of a person's participation in civil rights activities or assertions of civil rights.
 - i. It will not deny physically disabled persons an opportunity to apply for housing due to inaccessible application offices. Accessibility to the main office is available.
 - j. It will not assign employees in a way that would result in discrimination against applicants or residents.
 - k. It will make sure that all employees of the PHA, especially those who are involved in the admissions process, are familiar with discrimination and nondiscrimination requirements.
 - l. It will prominently display a fair housing poster: (1) at each office where applications are taken; and (2) at each management office, except single-family dwellings.
 - m. It will maintain information on the race, ethnicity (Hispanic or non-Hispanic), sex, and age of the head of the household of all applicants and residents.
 - n. It will not discriminate in the rental, or otherwise make unavailable or deny, a dwelling to any renter because of a disability of:

- (1) that renter;
 - (2) a person residing in or intending to reside in that dwelling after it is rented, or made available; or
 - (3) any person associated with that person.
- o. It will not discriminate against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:
 - (1) that renter;
 - (2) a person residing in or intending to reside in that dwelling after it is rented, or made available; or
 - (3) any person associated with that person.
- p. It will not make an inquiry to determine whether an applicant for a dwelling, a person intending to reside in that dwelling after it is rented or made available, or any person associated with that person, has a disability, or make an inquiry as to the nature or severity of a disability of such a person. ***Furthermore, the PHA will not inquire whether an applicant or tenant is "capable of living independently".*** However, this paragraph does not prohibit the PHA from making the following inquiries, provided that these inquiries are made of all applicants, whether or not they have disabilities:
 - (1) inquiry into an applicant's ability to meet the requirements of tenancy;
 - (2) inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or persons with a particular type of disability;
 - (3) inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with particular type of disability should such priority be part of the PHA's policies;
 - (4) inquiry to determine whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance, except that such persons who claim eligibility as disabled due to drug or alcohol abuse alone are not eligible for housing; or
 - (5) inquiry to determine whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance, or of any violent crime.
- q. The PHA will not require that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals, or whose tenancy would result in substantial physical damage to the property of others. The detailed procedures in Section 7-Resident Screening and Verification, of this policy, will describe how such individuals will be identified prior to occupancy.
- r. The PHA will review its policies and procedures, at least annually, to assure compliance with civil rights requirements including the Civil Rights Acts of 1964 (24 CFR part 1), the Fair Housing Act of 1988 (24 CFR parts 100, 108, 109, & 110), Executive Order 11063 (24 CFR part 107), Section 504 of the

Rehabilitation Act of 1973 (24 CFR part 8), the Age Discrimination Act of 1975 (24 CFR part 146), and Americans with Disabilities Act 1990 (42 U.S.C. 12101-12213).

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

D. SERVICE POLICY/ACCOMMODATIONS

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

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

The PHA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on PHA forms and letters to all families. Requests for reasonable accommodation from persons with disabilities will *be presented to the occupancy staff person assigned to the applicant/participant who will process the request and seek verification of the need for the accommodation. The accommodation will be granted upon verification that they meet the need presented by the disability and does not result in substantial alteration of the program or create an undue financial or administrative burden on the PHA. Should the request be denied, an applicant may request an informal meeting to appeal the decision and a participant may request a hearing under the PHA's Grievance Procedures.*

The PHA will make a reasonable effort to provide *accessibility to an individual with a long-term but temporary disability that limits* their mobility or other major life activities. In such cases, their lease will specify that they will be required to relocate to another unit when the need for the accessibility features is no longer required. The temporary nature of the disability and the approximate length of time of disability will be verified through a qualified health or services professional.

Reasonable accommodation will be made for persons with a disability who require an advocate, accessible offices *or alternative locations for making application, including their home or a service agency.* A designee will be allowed to provide some information, but only with the permission of the person with the disability.

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

Verification of a Request for Accommodation

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

The PHA will utilize organizations that provide assistance for hearing and sight-impaired persons when needed.

E. TRANSLATIONS OF DOCUMENTS

The PHA has bilingual staff to assist non-English-speaking families in the following language (Spanish) and translates documents into the following language (Spanish).

In determining whether it is feasible to translate documents into other languages *or Braille*, the PHA will consider the following factors:

- Number of applicants and participants who do not speak English and speak the other language *or need Braille for adequate understanding*;
- Cost of translation into the other language *or Braille*, per client who speaks the language;
- Evaluation of the need for translation by the bi-lingual staff and by agencies that work with the non-English-speaking clients;
- The availability of organizations to translate documents, letters and forms for non-English-speaking families; and,
- Availability of bilingual staff to explain un-translated documents to clients.

Documents intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments. Equally important, the documents will be simply and clearly written to enable applicants with learning or cognitive disabilities to understand as much as possible. It is also understood that many of the public housing related concepts may need to be explained more than once to applicants/participants. *Sign language interpreters may be provided for hearing-impaired applicants/residents if requested as a reasonable accommodation. For applicants/residents unable to read, intake/occupancy staff will read and explain orally anything they would normally hand to an applicant/resident to be read or filled out. Staff will assist in completing forms and other required documents for persons unable to write.*

At a minimum, the PHA will prepare the following information in a clearly written and accessible format:

- marketing and informational material;
- application process information;

- the application;
- all form letters and notices to applicants/residents;
- the PHA's general policy regarding reasonable accommodation;
- new resident orientation materials;
- the lease and any applicable house rules;
- guidance/instructions on care of the housing unit;
- information on opening, closing and up-dating the waiting list;
- all information related to applicant/resident rights (informal/formal hearings, grievance procedures, etc.).
- *guidance/instructions on care of the housing unit;*
- *information on opening, closing and up-dating the waiting list;*
- *all information related to applicant/resident rights (to informal/formal hearings, grievance procedures, etc.).*

It is also the PHA's policy to guard the privacy of individual applicants and residents in accordance with the Privacy Act of 1974, and to ensure the protection of those individuals' records maintained by the PHA. The PHA does not allow the disclosure of any personal information (including, but not limited to information on disability, drug or alcohol abuse/treatment or criminal background) contained in any of their records to any person or agency without express written consent of the affected individual, or as required by law or regulation. However, this privacy policy in no way limits the PHA's right or ability to collect such information as needed to determine applicant/resident eligibility, compute rent, determine the applicant's suitability for tenancy or evaluate the resident's suitability for continued occupancy.

F. FAMILY OUTREACH

The PHA will publicize and disseminate information to make known the availability of housing units and housing-related services for very low-income families on a regular basis. When the PHA's waiting list is open, the PHA will publicize the availability and nature of housing assistance for very low-income families in the Abilene Reporter News, the Abilenian, and the Thrifty Nickel newspapers. Articles and advertisements will be placed in the local newspapers, and social service and civic organization publications that serve low-income families. Notices will also be placed in the local Hispanic newspaper and other papers as they become available.

To reach persons who cannot read the newspapers the PHA will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. The PHA will also utilize public service announcements.

Other suitable means to be used to make known the availability of housing units and housing-related services for low-income families are:

- a. Printed posters will be placed at each of the developments of the PHA.

534 CYPRESS

555 Walnut St. (City of Abilene Office)

4398 N. 7th / Abilene, TX

3001 N. 6th / Abilene, TX

3402 Rebecca Lane / Abilene, TX

- b. Staff attends meetings and makes personal contacts with social service agencies, groups, and representatives from the business community that will meet the needs of low-income families.
- c. Maintain community wide Housing Hot Line that provides information on all housing programs, eligibility criteria, and the estimated waiting period for assistance. The Housing Hot Line telephone number is 915-676-2255 ext. 1900.
- d. Staff participates in community/cultural affairs, awareness reach programs, workshops, seminars, cultural festivals, Community Development Week, Fair Housing Month, and Business Expo in order to reach low-income persons and families not likely to apply.

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

G. PRIVACY RIGHTS

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

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

Any and all information, which would lead one to determine the nature and/or severity of a disability, must be kept in a separate folder and marked "confidential". The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. The Housing Administrator and/or Housing Program's Coordinator must approve all requests for access and granting of accommodations based on this information. Similarly, information obtained from law enforcement agencies (criminal background checks) and/or drug and alcohol treatment or rehabilitation centers must be kept in a separate folder and marked "confidential". The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration.

The PHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location that can only be accessed by authorized staff.

All files must be signed for when removed from the secured file storage area.

The staff person who signs for a tenant file is responsible for its security. Files will never be left unattended or placed in common areas.

PHA staff will not discuss family information contained in these files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

H. EQUAL EMPLOYMENT OPPORTUNITY

The PHA practices affirmative action in hiring, promotion and conditions of employment. Position vacancies are advertised in the local newspaper, the Abilene Reporter News and "minority" organizations are contacted. The PHA's recruitment practices will apply aggressive outreach to community-based racial and ethnic groups so that the composition and culture of the staff reflects the composition and culture of the community, to the extent possible. All PHA job postings will display the affirmative action/equal employment opportunity logo and slogan prominently

I. POSTING OF REQUIRED INFORMATION

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

1. Statement of policies and procedures governing Admissions and Continued Occupancy Policy (A & O Policy);
2. Open Occupancy Notice (Status of application taking);
3. Directory of the PHA's housing sites including names, address of offices, number of units by bedroom size, accessible or adaptable units, and office hours at each facility;
4. Income limits for Admission;
5. Current schedule of routine maintenance charges;
6. A copy of the lease;
7. The PHA's grievance procedures;
8. A Fair Housing Poster;
9. An Equal Opportunity in Employment poster;
10. Current Resident Notices;
11. Security Deposit Charges;
12. Rent Ranges; and,
13. The availability of any ranking or local preferences.

J. TERMINOLOGY

The Housing Authority of the City of Abilene is referred to as "PHA" or "Housing Authority" throughout this document.

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

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

"Landlord" refers to the PHA.

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

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

See Glossary for other terminology.

Chapter 2

ELIGIBILITY FOR ADMISSION

A. INTRODUCTION

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

B. MARKETING

It is the PHA's policy to conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will take into consideration the number of vacant units, availability of units through turnover, and waiting list characteristics.

The PHA will periodically assess the factors in order to determine the need for and scope of any marketing efforts.

All marketing and informational materials will: comply with the Fair Housing Act requirements with respect to the Equal Housing Opportunity logo and use of nondiscriminatory language (24 C.F.R. § 109.30 (a)); describe the housing units, application process, waiting list, preference system and eligibility; be in plain language and will use more than strictly English language print media; target all agencies that serve and advocate for potential applicants; make clear that it is the PHA's responsibility to provide reasonable accommodations to people with disabilities.

C. GENERAL POLICY ON SCREENING FOR SUITABILITY

The PHA will determine whether an applicant for participation in the low-rent housing program qualifies as a family; is income-eligible, has disclosed and verified Social Security numbers, is a U.S. Citizen or national or meets eligible non-citizen immigration status, and has no history of drug/alcohol abuse and/or record of violent crime.

It is the policy of the PHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.

As a part of the final eligibility determination, the PHA will screen each applicant household to assess their suitability as renters.

Factors to be considered in the screening are housekeeping habits, rent paying habits, credit records, prior history as a resident, criminal records, and the ability of the applicant to maintain the responsibilities of tenancy.

In determining qualifications for tenancy, the PHA will consider the following items, as they pertain to the applicant for the past five (5) years:

1. Whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.

The PHA shall rely upon sources of information which may include, but not be limited to, PHA records, personal interviews with the applicant or resident, home visits, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians or the police department.

This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant or resident is likely to interfere with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.

2. An authorized representative of the PHA shall document any pertinent information relative to the following:
 - a. Criminal Activity - includes the activities listed in the definition of criminal activity in this Chapter;
 - b. Pattern of Violent Behavior - includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors;
 - c. Initiating Threats - or behaving in a manner indicating an intent to assault employees or other residents;
 - d. Abandonment of a Public Housing Unit - without advising PHA officials so that staff may secure the unit and protect its property from vandalism;
 - e. Non-Payment of Rightful Obligations to a PHA - including rent and/or utilities and other charges owed to the PHA, or any other PHA;
 - f. Intentionally Falsifying an Application for Leasing - including uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead;

- g. Established History of Not Having Met Financial Obligations – including rent and utilities owed to entities other than a PHA (24 C.F.R. § 960.205 (b)(3)).
- h. Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior - consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors;
- i. Grossly Unsanitary or Hazardous Housekeeping - includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors;
- j. Destruction of Property from previous rentals; and,
- k. Whether Applicant or Resident is Capable of Maintaining the Responsibilities of Tenancy. In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician or social worker will be among factors considered in making this determination. The availability of a live-in attendant will be considered in making this determination.

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

D. QUALIFICATION FOR ADMISSION

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

1. Is a family as defined in this Chapter;
2. Heads a household where all members of the household are either citizens or eligible non-citizens (24 C.F.R. Part 200 and Part 5, Subpart E);

3. Has an Annual Income at the time for admission that does not exceed the low or very low- income limits for occupancy established by HUD and posted separately in the PHA offices;

The low-income limits as defined by HUD are applicable only to new admissions to properties with a Date of Full Availability prior to 10-1-81 (24 C.F.R. § 913.104).

The very low-income limits as defined by HUD are applicable to new admissions to properties with a Date of Full Availability after 10-1-81 (24 C.F.R. § 913.105).

At least forty percent (40%) of new admissions annually must be extremely low-income families (families whose incomes fall at or below 30% of the local area median income). The PHA shall comply with HUD prescribed reporting requirements so that HUD may maintain reasonably current data. Records of admissions of low-income families must be maintained by the PHA to ensure that admission requirements and targets are met.

4. The PHA will not commence eviction proceedings, or refuse to renew a lease, based on the income of the resident family unless:
 - (a) it has identified, for possible rental by the family, a unit of decent, safe, sanitary housing in good repair, of suitable size, available at a rent not exceeding the Tenant Rent; or
 - (b) it is permitted to do so by state or municipal law.
5. Provides a Social Security number for all family members, age 6 or older, or will provide written certification that they do not have Social Security numbers (24 C.F.R. 913.105); and,
6. Meets or exceeds the Tenant Selection and Suitability Criteria set forth in this policy, including attending and successfully completing a PHA-approved pre-occupancy briefing.

Exceptions may be made to this policy.

Timing for the Verification of Qualifying Factors

The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list to be offered a housing unit.

The qualifying factors of eligibility for citizenship status will be verified before the family is placed on the waiting list.

E. FAMILY COMPOSITION

1. Definition of Family

The applicant must qualify as a Family according to the following definition. A family may be a single person or a group of persons, head of household and one or more other members related by blood, marriage, adoption, guardianship, or operation of law, or who give evidence of a stable relationship that has existed not less than one (1) year. Examples of acceptable evidence would be a joint tax return, signed rental lease, joint utility bills, or other third party verifications recognized by law (24 C.F.R. 912, 960).

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

- A family with or without children;
- An elderly family; *age 62 or older, with or without dependent minors;*
- A single pregnant female;
- A disabled family (head or spouse);
- A displaced family;
- The remaining member of a resident family;
- A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a resident family;
- Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family; or,
- Two or more near-elderly persons living together or one or more near-elderly persons living with one or more live-in aides.

Note: The term "Disabled Person" (or "person with a disability") no longer includes disability based solely on the basis of drug or alcohol dependence.

The temporary absence of a child from the home due to placement in foster care for a period anticipated to be less than twelve (12) months shall not be considered in determining the family composition and family size.

2. Head of Household

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

Emancipated minors who qualify under state law will be recognized as head of household.

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

3. Spouse of Head

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

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

4. Common Law Marriage

The PHA will determine the existence of an informal marriage that is authorized in the state of Texas. The marriage of a man and woman may be proved by evidence that:

- a. A declaration of informal marriage has been executed on the prescribed form provided by the County Clerk; or,
- b. The individuals agreed to be married, and after the agreement they lived together in this state as husband and wife and they represented to others they were married.
- c. If the applicants do not complete, or have already completed an informal declaration of marriage, the PHA will consider the following circumstances as proof that an informal marriage exists:
 - the parties have joint credit cards;
 - the parties have previous joint bills (electric, water, gas, other);
 - the parties address each other as husband and wife;
 - the parties file joint tax returns;
 - the parties have joint bank accounts;
 - the parties have had a joint address in the past; and,
 - if children are involved, the individuals are named on the child's birth certificate as the parents.

All of the above are some factors that the PHA may consider in determining the existence of an informal marriage.

5. Live-In Aides

- a. A Family may include a live-in aide provided that such live-in aide:
 - (1) Is determined by a certified physician or other licensed professional recognized by the American medical profession, to be essential to the care and well being of an elderly person, or a person with disabilities;

- (2) Is not obligated for the support of the person(s); and,
 - (3) Would not be living in the unit except to provide care for the person(s).
- b. A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:
 - (1) Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits;
 - (2) Live-in aides are not subject to Non-Citizen Rule requirements; and,
 - (3) Live-in aides may not be considered as a remaining member of the resident family.

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

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

A Live-in Aide may only reside in the unit with the approval of the PHA. Written verification will be required from a licensed/certified provider. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly (50-61) or disabled.

Verification must include the hours the care will be provided.

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

- c. Unit Size Consideration: The applicant or resident and the live-in aide may each be allocated a separate bedroom. However, because the availability of 2-bedroom units in mixed population developments may be limited, the PHA may allow the resident or applicant to choose from the following options with the understanding that transfer requests will not be honored after occupancy:
 - (1) to be considered for a 2-bedroom unit in a mixed population development;
 - (2) to be considered for a 1-bedroom unit in a mixed population development;
 - (3) to be considered for a 2-bedroom unit in a general occupancy development.

Applicants requesting placement in a 2-bedroom unit in a mixed population development will be placed on the 2-bedroom waiting list in the order of the applicant's application date.

A live-in aide who has been approved for occupancy by management is added to the lease by means of a live-in aide amendment. This amendment specifically states that a live-in aide does not have rights to occupy a PHA unit as the Remaining Member of a Tenant Family if the primary resident vacates the unit or dies.

The primary resident is responsible for all acts of all household members with respect to the requirements of the dwelling lease. Any violation of lease provisions by the live-in aide may be cause for eviction of the household.

F. MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if the Social Security Administration has issued them a number. This requirement also applies to persons joining the family after admission to the program.

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

G. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

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

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

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

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

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

H. APPLICANT SELECTION CRITERIA

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

1. Ability to Comply With Essential Lease Provisions

All applicants, and all applicant family members who will reside in the public housing unit, must demonstrate through an assessment of current and past behavior the ability:

- a. to pay rent and other charges as required by the lease in a timely manner;
- b. to care for and avoid damaging the unit and common areas;
- c. to use facilities, appliances and equipment in a reasonable way;
- d. to create no health or safety hazards, and to report maintenance needs in a timely manner;
- e. not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
- f. not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity on or near PHA premises;
- g. to comply with necessary and reasonable rules and program requirements of HUD and the PHA; and,
- h. to comply with local health and safety codes.

2. Denial of Admission for Previous Debts

Previous outstanding debts to this PHA or any PHA resulting from a previous tenancy in the public housing or Section 8 program must be paid in full prior to admission. No repayment agreement will be accepted.

At the time of application, the applicant must pay any previous debt prior to being placed on the waiting list.

3. Denial of Admission for Drug-Related and/or Other Criminal Activity

The following background factors will limit admission of families who have as a household member any of the following:

- any person convicted of manufacturing or producing methamphetamine on the premises of any assisted housing are permanently denied admission to public housing. The PHA will not waive this criterion.

- any person determined to be using an illegal substance will be denied admission.
- any person believed to be abusing alcohol in a way that will interfere with the safety or right to peaceful enjoyment of other residents will be denied admission;
- any household with a family member subject to a lifetime registration under a state sex offender registration act will be denied admission. The PHA will not waive this criterion.

The PHA may waive the denial of admission if the abuser can demonstrate successful completion of a rehabilitation program acceptable to the PHA, except that no exception will be made for persons convicted of methamphetamine production or manufacture or those subject to the sex offender lifetime registration requirement.

To be determined eligible, the family must not engage in drug-related or other criminal activity including violent criminal activity by any family member. No member of the applicant's family may have engaged in drug related or violent criminal activity within the past five (5) years.

Those applicants meeting the screening criteria are those who have no history of criminal activity involving crimes of physical violence to persons or property or other criminal acts that adversely affect the health, safety, or welfare of themselves or other residents. This includes, but is not limited to, the possession, sale, or use of illegal substances, conviction of a felony, criminal indictment which is currently pending, any court trial that involves, but is not limited to any one of the following: prostitution, assault/acts of physical violence, child neglect or abuse, burglary, sex crimes and alcohol abuse (24 C.F.R. 960.205 (b)(3)).

The PHA will check criminal history for all applicants and youth, ages 16 and over, to determine whether any member of the family has engaged in violent, gang, or drug-related criminal activity.

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

If the person disputes the information, he/she shall be given an opportunity for an informal hearing according to the PHA's hearing procedure as outlined.

In determining whether to deny or terminate assistance based on drug-related criminal activity or violent criminal activity, the PHA may deny assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

a. Ineligibility if Evicted for Drug-Related Activity

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

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

Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to public housing for a three (3)-year period beginning on the date of such eviction.

The PHA may waive this requirement, on a case-by-case basis, if:

- (1) The person demonstrates successful completion of a rehabilitation program approved by the PHA; or,
- (2) The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

b. Screening out Illegal Drug Users and Alcohol Abusers

The PHA will prohibit admitting any person to public housing in cases where the PHA determines that there is reasonable cause to believe that the person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of a controlled substance or pattern of alcohol abuse.

The PHA will consider the use of a controlled substance or alcohol to be a pattern if there are felony charges or indictments filed indicating such behavior within the past five (5) years.

The PHA will waive this policy if the person demonstrates to the PHA's satisfaction that the person is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; and:

- (1) Has successfully completed a supervised drug or alcohol rehabilitation program;
- (2) Has otherwise been rehabilitated successfully; or,
- (3) Is participating in a supervised drug or alcohol rehabilitation program.

c. Other Criminal Activity

Other criminal activity means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.

For the purposes of this policy, this is construed to mean that a member of the current family has been arrested or convicted of any criminal or drug-related criminal activity within the past five (5) years.

No family member may have engaged in or threatened abusive or violent behavior toward PHA personnel.

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last five (5) years.

d. Confidentiality of Criminal Records

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated.

e. Disclosure of Criminal Records to Family

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

4. Ability to Meet PHA's Admission Criteria

Suitability screening resources can include, but are not limited to:

- Tenant Tracker;
- Previous PHA records;
- Personal interviews with applicant and family members;
- Interviews with current or previous landlords, employers, credit bureaus, family, social workers, parole officers;
- Police records;
- Home visits; and,
- School records.

- a. The PHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:
- (1) The applicant's past performance in meeting financial obligations, especially rent;
 - (2) A record of disturbance of neighbors, disturbances sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other residents or neighbors;
 - (3) Any history of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property, and other criminal acts, including drug-related criminal activity; and,
 - (4) A record of eviction from housing or involuntary termination from residential programs, taking into account date and circumstances.
- b. An applicant's ability and willingness to comply with the terms of the PHA's lease.
- The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the PHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.
- (1) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:
 - (a) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare (24C.F.R. § 960.205(b)).
 - (b) Adversely affect the physical environment or financial stability of the project (24C.F.R. § 960.205(b)).
 - (c) Violate the terms and conditions of the lease (24 C.F.R. § 8.3).
 - (d) Require services from PHA staff that would alter the fundamental nature of the PHA's program (24 C.F.R. § 8.3).
 - (2) The PHA will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third-party verification.
 - (3) The PHA will complete a credit check and a rental history check on all applicants.

- (4) The PHA will complete a criminal background check on all adult members and youth, age 16 and over, of the applicant's household, or any member for which criminal records are available.
- (5) The PHA will complete a home visit on all applicants at their current dwelling unit. Housekeeping inspections are part of the home visit. Other lease compliance criteria will also be checked, such as evidence of destruction of property, unauthorized occupants, evidence of criminal activity, conditions inconsistent with information provided by the applicant.
Applicants shall have at least three (3) day's advance written notice of home visits.
- (6) All applicants are required to attend and successfully complete the PHA's pre-occupancy briefing.
- (7) An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in denial of admission.
- (8) Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either alone or with assistance that they can demonstrate that they have or will have at the time of admission. (24 C.F.R. 8.2, defines Qualified Individual with Handicaps). The availability of assistance is subject to verification by the PHA.

The PHA's minimum age for admission as head of household is 18, to avoid entering into leases that would not be valid or enforceable under applicable law, unless emancipated by State law.

Prohibited Criteria for Denial of Admission: Applicants will NOT be rejected because they:

- Have no income;
- Are not employed;
- Do not participate in a job-training program;
- Will not apply for various welfare benefits or other benefit programs;
- Have children;
- Have children born out of wedlock;
- Are on welfare; and,
- Are students.

5. Rent Paying Habits

The PHA will examine any housing authority records from a prior tenancy, and will request written references from the applicant's current

landlord and may request written references from former landlords for up to the past five (5) years.

Based upon these verifications, the PHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past five (5) years for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any one of these circumstances could be grounds for an ineligibility determination, depending on the control the applicant had over the situation.

Applicants will not be considered to have a poor credit history when they were: occasionally late paying bills or rent in the past (fewer than 3 times per year); were delinquent in rent because they were withholding rent due to substandard housing conditions in a manner consistent with local ordinance; or had a poor rent paying history clearly related to a rent excessive relative to their income (using more than 50% of their gross income as a guide), and responsible efforts were made to resolve the nonpayment problem.

The lack of credit history will not disqualify a family, but poor credit history will, with the exceptions noted above.

Where past rent paying ability cannot be documented, the PHA will check with the utility company(s) to determine whether the family has been current and timely on their payments.

6. Screening Applicants Who Claim Mitigating Circumstances

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

- a. If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the PHA's screening assessment of the applicant, mitigating circumstances must be verifiable.
- b. If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the PHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. The PHA shall also have the right to request further information reasonably needed to verify the

mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

- c. Examples of mitigating circumstances might include:
 - (1) Evidence of successful rehabilitation;
 - (2) Evidence of the applicant family's participation in social service or other appropriate counseling service; and,
 - (3) Evidence of successful and sustained modification of previous disqualifying behavior.
- d. Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The PHA will consider such circumstances in light of:
 - (1) The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior;
 - (2) The applicant's overall performance with respect to all the screening requirements; and,
 - (3) The nature and seriousness of any criminal activity, especially drug-related or violent criminal activity, that appears in the applicant's record.

7. Qualified and Unqualified Applicants

- a. Information that has been verified by the PHA will be analyzed and a determination will be made with respect to:
 - (1) The eligibility of the applicant as a family;
 - (2) The eligibility of the applicant with respect to income limits for admission;
 - (3) The eligibility of the applicant with respect to citizenship or eligible immigration status; and,
 - (4) Preference category (if any) to which the family is entitled.
- b. Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both Immigration and Naturalization Service and PHA procedures, except for a pending PHA hearing.
- c. The PHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the PHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the PHA, such as turnover rates, and market demands as they affect bedroom sizes and project location.

- d. Applicants who are determined to be unqualified for admission will be notified with a Notice of Denial of Admission, within five (5) working days, stating the reason for the denial. The PHA shall provide applicants an opportunity for an informal hearing, up to ten (10) days from the date of the denial letter.

8. Resident Participation in the Screening Process

It is the PHA's policy to encourage resident participation in the applicant intake and screening process. The PHA recognizes that screening is only part of the occupancy cycle, and for the PHA-resident partnership to be effective, work is required both before and after admission. Given this policy the PHA, in conjunction with its resident leaders, propose the following areas of involvement:

- a. Home visits. To work with residents to establish home visit inspection standards. To train residents on the standards and use residents along with the PHA staff to conduct home visits (move-in).
- b. Applicant pre-occupancy briefing. Attendance at pre-occupancy orientation is a requirement of the screening process. The PHA and its residents will develop the agenda for this orientation to include such issues as rent, house rules, lease provisions, security, social services and utilities.
- c. Resident post-occupancy follow up. To provide a post move-in orientation for new residents.

Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

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

A. HOW TO APPLY

Families interested in making applications for any of the PHA's programs must complete a written application form when applications are taken. Applications will be made available in an accessible format upon request from a person with a disability.

Applications will be mailed to interested families upon request.

The application process will involve two (2) phases. The first is the "initial" application for assistance (referred to as a pre-application). This first phase results in the family's placement on the waiting list.

The second phase is the "final determination of eligibility" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the PHA ensures verification of all HUD and PHA eligibility factors is current. The PHA will screen all members of the family, ages eighteen (18) and up.

All family members, ages eighteen (18) and up will be screened by the PHA (through the local police department). To ensure that no member of the family has committed a drug-related criminal activity or violent criminal activity

B. DENIAL OF ADMISSION FOR DRUG-RELATED AND/OR OTHER CRIMINAL ACTIVITY PUBLIC & INDIAN HOUSING (PIH NOTICE 96-27)

To be determined eligible, the family must not engage in drug-related or other criminal activity including violent criminal activity by any family member. No member of the applicant's family may have engaged in drug related or violent criminal activity within the past year.

Those applicants meeting the screening criteria are those who have no history of criminal activity involving crimes of physical violence to persons or property or other criminal acts that adversely affect the health, safety, or welfare of themselves or other residents. This includes, but is not limited to, the possession, sale, or use of illegal substances, criminal indictment which is currently pending, any court trial which involves, but is not limited to any one of the following: alcohol abuse (24 C.F.R. § 960.205 (b)(3)).

The PHA will check criminal history for all applicants and youth, ages eighteen (18) and over, to determine whether any member of the family has engaged in violent, gang, or drug-related criminal activity, or alcohol abuse, i.e., DWI's within the last twelve (12) months.

Verification of any past activity will be done prior to final eligibility and will include a check of conviction records, with local law enforcement office, and with National FBI records.

If the person disputes the information, he/she shall be given an opportunity for an informal hearing according to the PHA's hearing procedure as outlined.

In determining whether to deny or terminate assistance based on drug-related criminal activity or violent criminal activity, the PHA may deny assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

C. INELIGIBILITY IF EVICTED FOR DRUG-RELATED ACTIVITY

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

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

Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to the public Housing Program for a three (3)-year period beginning on the date of such eviction.

The PHA may waive this requirement, on a case-by-case basis, if:

1. The person demonstrates successful completion of a rehabilitation program approved by the PHA; or,
2. The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

D. SCREENING OUT ILLEGAL DRUG USERS AND ALCOHOL ABUSERS

The PHA will prohibit admitting any person to the public housing program where the applicant, or any household member, has been evicted from federally assisted housing for drug related criminal activity within three (3) years of such eviction or in cases where the PHA determines that there is reasonable cause to believe that the person is illegally using a controlled substance, or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of a controlled substance or pattern of alcohol abuse.

The PHA may consider the use of a controlled substance or alcohol to be a pattern if there are felony charges or indictments filed indicating such behavior within the year.

The PHA will further prohibit admitting applicants to the public housing program where the PHA determines that the applicant or any other household member has engaged in drug related criminal activity, violent criminal activity or other criminal activity that would threaten the health, safety or right to peaceful enjoyment of the premises by other residents or any employee, contractor, subcontractor or agent of the PHA.

In screening applicants, the PHA employees will follow PHA policies, procedures and preference criteria, and, verify all information submitted by applicants. The following outlines the actions to be taken in this process.

1. The resident selection criteria established, and the information to be considered by the PHA, will be reasonably related to the individual attributes and behavior of an applicant, and will not be related to those which may be imputed to a particular group or category of persons of which an applicant may be a member.
2. The criteria established in relation to avoiding the concentration of families with serious social problems in PHA developments, and the information to be considered, will be reasonably related to whether the conduct of the applicant in present or prior housing has been such as would be likely to interfere with other residents in such a manner as to adversely affect their health, safety or welfare, or affect adversely the physical environment or financial stability of the development if the applicant were admitted. Relevant information concerning the habits or practices to be considered may include, but is not limited to:
 - a. an applicant's past performance in meeting financial obligations, especially rent;
 - b. a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may

adversely affect the health, safety, or welfare of other residents; and

- c. a history of criminal activity involving drug-related activity, a pattern of alcohol abuse, crimes of physical violence to persons or property, or other criminal acts which would adversely affect the health, safety or welfare of other residents.
- d. a conviction for manufacturing or producing methamphetamine (speed). These individuals will be permanently barred from public housing occupancy.
- e. eviction from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity. These individuals and their families are ineligible for admission to public housing for a three (3)-year period beginning on the date of such eviction.

The PHA will waive this policy if the person demonstrates to the PHA's satisfaction that the person is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; and:

- (1) Has successfully completed a supervised drug or alcohol rehabilitation program;
- (2) Has otherwise been rehabilitated successfully; or,
- (3) Is participating in a supervised drug or alcohol rehabilitation program.

- f. The PHA will conduct comprehensive background checks that include screening for criminal and/or drug-related activity. The PHA will use uniform screening procedures designed to ensure that every newly admitted resident can be expected to comply with the basic rules of tenancy. Screening may also be conducted on all appropriate members of the applicant's household. The PHA will work with the courts and law enforcement agencies to gain access to criminal records. It will also establish and implement a system of record management that ensures that records received are maintained confidentially, not misused or improperly disseminated, and the PHA will destroy this information once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation. The PHA will develop criteria to screen for drug-related and other criminal activity and sex offender information.

The PHA must carry out background checks necessary to determine whether a member of the household applying for admission is subject to a lifetime sex offender registration requirement under a State sex offender registration program. This

check must be carried out with respect to the State in which the housing is located and in States where members of the applicant household are known to have resided.

Permitted use and disclosure of criminal records/sex offender registration records received by the PHA may only be used for applicant screening and/or for lease enforcement and eviction. A PHA may disclose criminal conviction records as follows:

- (1) To officers or employees of the PHA, or to authorized representatives of the PHA who have a job-related need to have access to the information. For example, if the PHA is seeking to evict a public housing tenant on the basis of criminal activity/sex offender status as shown in criminal conviction records, the records may be disclosed to PHA employees performing functions related to the eviction, or to a PHA hearing officer conducting an administrative grievance hearing concerning the proposed eviction.
- (2) If a PHA obtains criminal records from a State or local agency showing that a household member has been convicted of a crime/sex offense relevant to applicant screening or tenant lease enforcement or eviction, the PHA must notify the household of the proposed action based on the information obtained. The PHA must also provide the subject of the record and the applicant or tenant a copy of such information before a denial of admission, eviction or lease enforcement action on the basis of such information.
- (3) Conviction for a misdemeanor and imposition of a penalty of not more than \$5,000 is the potential for:
 - Any person, including an officer, employee, or authorized representative of a PHA who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of the PHA under false pretenses;
 - Any person, including an officer, employee, or authorized representative of a PHA who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive the information.
- (4) A PHA may be liable under civil law to any applicant for, or tenant of the PHA who is affected by either of the following:
 - A negligent or knowing disclosure of criminal records information obtained under statutory authority about such person by an officer, employee, or authorized representative of a PHA if the disclosure is not authorized under the statute or regulations;

- Any other negligent or knowing action which is inconsistent with the statute or regulations.
- (5) An applicant for, or tenant of the PHA may seek relief against a PHA for inappropriate disclosure by bringing a civil action for damages and such other relief as may be appropriate. The United States district court in which the applicant or tenant resides, in which the unauthorized action occurred, or in which the officer, employee, or representative of a PHA alleged to be responsible resides, has jurisdiction. Appropriate relief may include reasonable attorney's fees and other litigation costs.
3. Verification of continued drug dependency will result in denial of admission to public housing. The PHA may verify drug-free status of applicants through drug-treatment centers as follows:
- a. The PHA may require each applicant to submit one or more consent forms for all household members who are at least 18 years of age or older and for each head or spouse, regardless of age, that:
 - (1) Requests a drug abuse treatment facility to inform the PHA whether the facility has reasonable cause to believe that the household member is currently engaging in illegal drug use;
 - (2) Complies with the form of written consent required by 24CFR2.31; and
 - (3) Authorizes the PHA to receive the information and to utilize that information in determinations for admission to the PHA's public housing program.
 - b. The consent form must expire automatically after the PHA has made a final decision to approve or deny admission of the individual.
 - c. The PHA may request a drug abuse treatment facility to inform the PHA whether the facility has reasonable cause to believe that the household member is currently engaging in illegal drug use.
 - d. The PHA's request must include a copy of the consent form signed by the proposed household member.
 - e. The drug treatment facility is not liable for damages based on the information required to be disclosed provided the disclosure is consistent with section 543 of the Public Service Act.
 - f. The PHA is not obligated to request information from drug treatment facilities and is not liable for damages for failure to request or receive information.
 - g. The treatment center may charge the PHA a reasonable fee for the information. The fee may not be passed along to the applicant or tenant.
 - h. The PHA's policy with respect to implementing screening through drug treatment centers using a signed consent form the proposed

household members is:

Request for all families-the PHA must submit a request for information before submitting any family to the public housing program. For each family, the request must be submitted for each proposed family member:

- i. Each PHA that receives information from a drug abuse treatment facility must establish and implement a system of records management that ensures that the information received from the treatment facility about a person:
 - (1) Is maintained confidentially in accordance with the Public Health Service Act;
 - (2) Is not misused or improperly disseminated; and
 - (3) Is destroyed:
 - Not later than 5 business days after the PHA makes a final decision to admit the individual to the public housing program; or
 - If the PHA denies the admission of a person as a household member, in a timely manner after the date on which the statute of limitations for the commencement of a civil action based on that denial has expired without the filing of the civil action or until final disposition of such litigation.
- j. All residents including elderly or disabled individuals or family members must be able to physically, emotionally, or otherwise care for their health and well-being, or arrange for reasonable accommodation to do same
- k. Applicants who conform to the occupancy standards on family size, family composition and extenuating circumstances discussed in Chapter 5 titled "Occupancy Guidelines".

E. OTHER CRIMINAL ACTIVITY

Other criminal activity means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.

For the purposes of this policy, this is construed to mean that a member of the current family has been arrested or convicted of any criminal or drug-related criminal activity within the past one (1) to three (3) years.

No family member may have engaged in or threatened abusive or violent behavior toward PHA personnel.

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last five (5) years.

The PHA will deny or terminate assistance if the activity occurred within one year prior to being assisted and three years if family has been terminated or evicted from any federally funded rental assistance program.

F. OPENING/CLOSING OF APPLICATION TAKING (24 C.F.R. §§ 982.206, 982.54(d)(1))

1. The PHA will utilize the following procedures for opening the waiting list.

When the PHA opens the waiting list, the PHA will advertise through public notice in the Abilene Reporter-News, minority publications including Visions and Hispanic Guide, and media entities, location(s) and program(s) for which applications are being accepted.

2. Other agencies where notices will be placed are:

- The Department of Human Services; and,
- Mental Health and Mental Retardation.

3. Notices will also be placed at the following:

- West Texas Service for the Deaf;
- Texas Commission for the Blind;
- Adult Protective Services; and,
- Mental Health and Mental Retardation.

4. The notice will contain:

- The dates, times, and the locations where families may apply;
- The programs for which applications will be taken;
- A brief description of the program;
- A statement that interested public housing residents must submit a separate application to apply for Section 8;
- Limitations, if any, as to whom may apply.

The notices will be made in an accessible format upon request. Notices will provide potential applicants with information that includes the PHA address and telephone number, how to submit an application and information on eligibility requirements.

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

5. When Application Taking Is Suspended

The PHA may suspend the acceptance of applications if there are enough federal preference holders to fill anticipated openings for the next twenty-four (24) months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

Suspension of application taking is announced in the same way, as is the opening of the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next twenty-four (24) months. The PHA will give at least ten (10) days notice prior to closing the list. When the period for accepting applications ends, the PHA will add new applicants to the list by date and time of application.

6. Limits on Who May Apply

a. When the waiting list is open:

Any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.

b. When the application is submitted to the PHA:

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

G. "INITIAL" APPLICATION PROCEDURES (24 C.F.R. § 982.204 (b))

The PHA will utilize a preliminary-application form (pre-application). The information is to be filled out by the applicant whenever possible. To provide specific accommodation to persons with disabilities, a staff person may complete the information over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format. Translations will be provided for Spanish speaking applicants by staff.

The purpose of the pre-application is to permit the PHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The pre-application will contain questions designed to obtain the following information (See PHA Pre-Application Form labeled "Appendix I"):

1. Names of adult members and ages of all members;
2. Gender and relationship of all members;
3. Street Address and telephone numbers;
4. Mailing Address (If PO Box or other than permanent address);

5. Amount(s) and source(s) of income received by household members;
6. Information regarding disabilities relating to program requirements (i.e., deductions);
7. Information related to qualification for preferences;
8. Social Security numbers;
9. Race/ethnicity;
10. Citizenship/eligible immigration status;
11. Arrests/Convictions for drug related or violent criminal activity;
12. Request for specific accommodation needed to fully utilize program and services;
13. Previous address;
14. Current and previous landlord's names and addresses;
15. Emergency contact person and address; and,
16. Program integrity questions regarding previous participation in HUD programs.

Duplicate applications, including applications from a segment of an applicant household, will not be accepted. Unless the PHA's waiting list is closed, it will accept an application from any person or family who wants to apply, even if an informal discussion indicates that the applicant may not be eligible. Pre-applications will not require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are required to inform the PHA in writing within ten (10) working days of changes in family composition, income, and address. Applicants are also required to update application information, or to determine their continued interest in assistance by coming into the office and completing an application update form at least once every six (6) months.

Failure to provide information, mandatory updates or to respond to mailings will result in the applicant being removed from the waiting list. (See Chapter 19, "Complaints and Appeals").

H. NOTIFICATION OF APPLICANT STATUS

If after a review of the pre-application a family is determined to be preliminarily eligible, they will be notified in writing, in an accessible format upon request, as a reasonable accommodation. The notice will contain the approximate date assistance may be offered, and will further explain the estimated date is subject to factors such as turnover.

This written notification of preliminary eligibility will be:

1. Given to the applicant at the time the pre-application is submitted; and/or,
2. Mailed to the applicant by first class mail.

If the family is determined to be ineligible based on the information provided in the pre-application, the PHA will notify the family in writing. In an accessible format and upon request as a reasonable accommodation, with reasons stated, inform them of their right to an informal review. This must be within ten (10) days of the date of the ineligible letter. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. (See Chapter 19, "Complaints and Appeals.")

I. TIME OF SELECTION

When a unit is available, families will be selected from the waiting list by date and time sequence and preferences.

Applicants will not be passed over on the waiting list.

Based on the PHA's average rate of turnover groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on waiting list sequence/completion of verification.

J. COMPLETION OF A FULL APPLICATION

When the PHA is ready to select applicants, applicants will be required to:

1. Complete a Personal Declaration Form prior to the full application interview.
2. Participate in a full application interview with the PHA representative. At this time, the applicant will be required to furnish complete and accurate information verbally as requested by the interviewer. The PHA interviewer will complete the full application form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate. (See Eligibility Application Form labeled Appendix II.)

The full application will be mailed if requested as an accommodation, to a person with a disability/mailed to the applicant in advance to complete/completed when the applicant attends the interview.

3. Requirement to Attend Interview

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

All adult family members are required to attend the interview and sign the housing application.

Exceptions may be made for students attending school out of state/for members for whom attendance would be a hardship.

It is the applicant's responsibility to reschedule the interview if he/she misses the appointment. If the applicant does not reschedule or misses two (2) scheduled meetings, the PHA will reject the application.

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

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

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See Chapter 19, "Complaints and Appeals.")

4. All adult members must sign the HUD Form 9886, Release of Information, the application form, and all supplemental forms required by the PHA, the declarations and consents related to citizenship/immigration status and any other documents required by the PHA. Applicants will be required to sign specific verification forms for information, which is not covered by the HUD Form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the PHA.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status, and other factors related to eligibility and rent calculation. Verifications may not be more than sixty (60) days old at the time of occupancy.

If the PHA determines at or after the interview that additional information or document(s) are needed, the PHA will request the document(s) or information in writing. The family will be given ten (10) days to supply the information.

If the information is not supplied in this time period, the PHA will provide the family a notification of denial for assistance. (See Chapter 19, "Complaints and Appeals.")

K. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the PHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the PHA, and the current eligibility criteria in effect. If the family is determined to be eligible, the PHA will mail a notification of eligibility.

The Housing Authority of the City of Abilene
Admissions and Continued Occupancy Policy Update – September 2003

1. Purpose

To provide guidance on the circumstances under which public housing agencies (PHAs) are required to disclose information they maintain on recipients of assistance to law enforcement authorities. .

3. Background

The Personal Responsibility and Work Opportunity Act (PRWORA), which amends Title I of the U.S. Housing Act of 1937 by adding a new Section 27, now Section 28 of the U.S. Housing Act of 1937. Section 28 requires that PHAs provide, upon legitimate request from a law enforcement officer, the current address, Social Security number and photograph (if applicable) of any recipient of assistance who is a fugitive felon and/or a parole or probation violator.

4. Exchange of Information

PHAs are required to comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators.

PHAs must supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if applicable) of any recipient of assistance.

A Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements in Section 28:

- I. Notify the PHA that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;

L. REMOVAL FROM WAITING LIST AND PURGING [24 C.F.R. § 982.204(c)]

If an applicant fails to respond to a mailing from the PHA, the applicant will be sent written notification and given 14 days to contact the PHA. If they fail to respond within 14 days they will be removed from the waiting list. An extension will be considered an accommodation if requested by a person with a disability. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless the applicant can demonstrate just cause (i.e. illness).

The waiting list will be purged every 6 months to ensure that the waiting list is current and accurate.

The same guidelines will be used for failure to respond to this mailing. Notices will be made available in accessible format upon the request of a person with a disability.

Applicants must keep the Housing office informed of any additions and/or deletions of family members.

Applicant must provide the Housing office with green card verification.

Applicants are required to contact the PHA in person at least once every 6 months to confirm their continued interest. The PHA will give written notification to all applicants who fail to respond at the required times. If they fail to respond to this notification within 14 days, they will be removed from the waiting list.

Chapter 5

OCCUPANCY GUIDELINES

INTRODUCTION

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

A. DETERMINING UNIT SIZE [24 C.F.R. § 982.402]

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

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

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

One bedroom is assigned to two people within the following guidelines:

- * Foster children will be included in determining unit size only if they will be in the unit for more than 12 months.
- * Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.
- * Space may be provided for a child who is away at school but who lives with the family during school recesses.
- * Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.
- * Adults of different generations will have separate bedrooms.
- * Single person families shall be allocated a one bedroom.

- * The bedroom size assigned should not require persons of opposite sex other than husband and wife to occupy the same bedroom with the exceptions of infants and children up to age 4 years (Example: 3 yr. old girl / 2 yr. old brother). At age four, the girl is eligible for a separate bedroom.

The living room will not be used as a bedroom.

GUIDELINES FOR DETERMINING UNIT SIZE

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

B. CHANGES IN UNIT SIZE [24 C.F.R. § 982.403 (a) (b)]

The PHA will grant exceptions from the guidelines in cases where the family requests, the PHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests a change in unit size, the following guidelines will apply:

1. Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to local codes). The family must agree to not request a transfer until their family composition changes.
2. The family may request to be placed on a larger bedroom size waiting list than indicated by the PHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the PHA before the family is placed on the larger bedroom size list. Examples are:
 - * Elderly persons or persons with disabilities who may require a live-in attendant; and,
 - * Persons who would ordinarily occupy one bedroom, but cannot because of a verified medical or health reason, addition of a live-in aide, or need for medical equipment.

Requests based on health related reasons must be verified by a licensed, certified physician.

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

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

In final determination of applicable unit size the PHA will consider the size of the unit and the size of the bedrooms as well as the number of bedrooms.

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

C. ACCESSIBLE UNITS

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

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

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

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible. Transfer of the non-mobility impaired applicant to another unit in this instance would be at the applicant's own cost.

D. FAMILY MOVES

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

The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the case should be taken to the Housing Programs Coordinator who will review the situation, depending on the individual circumstances and the verification provided.

Chapter 6

DETERMINATION OF TOTAL TENANT PAYMENT

INTRODUCTION

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

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 C.F.R. Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The PHA's policies in this Chapter address those areas that allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. MINIMUM RENT

The minimum rent for this PHA is \$50.00.

The Total Tenant Payment is the greater of:

- 30% of the adjusted monthly income; or,
- 10% of the monthly income; or,
- The minimum rent as established by the PHA.

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

The minimum rent requirement may be waived under certain circumstances. Financial hardship status is to be granted immediately for ninety (90) days in the event of the following:

1. the family is awaiting an eligibility determination to receive federal, state or local assistance, including legal aliens entitled to receive assistance under the Immigration and Nationality Act;
2. family income decreases due to changed circumstances such as separation, divorce, and abandonment;
3. loss of employment;
4. eviction resulting from non-payment of rent;

5. financial hardship exemption only applies to payment of minimum rent - not to rent based on the other branches of the formula for determining the Total Tenant Payment (TTP);
6. other situations determined by the PHA on a case by case basis, i.e. alimony, child support, etc.

If a family initiates a request for a hardship exemption that the PHA determines is temporary in nature: Self-Sufficiency Rent Incentives (Disallowance)

1. The exemption for non-payment of minimum rent will not be granted during the ninety (90)-day period beginning on the day the request is made.
2. The family may not be evicted for non-payment of rent during this ninety (90)-day period.
3. If the hardship is subsequently determined to be long-term, the PHA will retroactively exempt residents from the minimum rent requirement for the ninety (90)-day period.
4. In the case of a temporary hardship, the PHA will allow the family a maximum of six (6) months to make payment of any delinquent minimum rent payments. However, the family must execute a repayment agreement.

A family who appeals a financial hardship determination through the PHA's grievance procedure is exempt from any escrow deposit that may be required under regulations governing the Grievance Procedures for other determinations.

B. SELF-SUFFICIENCY RENT INCENTIVES (DISALLOWANCE)

This section describes the calculation of the disallowance during the initial twelve (12) months, the second twelve (12) month exclusion (phase in period) and the maximum four (4)-year period (48 months) of disallowance for increases in income as a result of employment of individual family members.

1. The PHA will not increase the monthly rental payment of an eligible family as a result of increased income due to employment during the twelve (12)-month period beginning on the date on which the employment is commenced. This disallowance only applies for calculation of rent after admission to the program. It does not apply in the determination of income eligibility or income targeting for admission.

Eligible families are those that reside in public housing:

- a. whose income increases as a result of the employment of a family member who was previously unemployed for one or more years. For this purpose, "previously unemployed" includes a person who has earned in the previous

- twelve (12) months, no more than the equivalent of minimum wage for ten (10) hours per week for fifty (50) weeks at minimum wage;
- b. whose employment income increases during a family member's participation in any self-sufficiency or other job training;
 - c. who is or was, within six (6) months, assisted under any state program of temporary assistance for needy families, as determined by the PHA in consultation with the local TANF agency, and whose earned income increases, but only if the amount of TANF-funded assistance, benefits or services is at least five hundred dollars (\$500);
 - d. the amount of the incremental increase in income is calculated by comparing the amount of the family member's income before the beginning of qualifying employment to the amount of such income after beginning the employment. For example, if the family member's income before employment is two hundred dollars (\$200) and after employment increases to four hundred dollars (\$400), the two hundred dollars (\$200) that constitutes the increase is the amount disregarded;
 - e. the maximum disallowance the family may receive is limited to one forty-eight (48)-month period from the beginning of the first month after commencement of the qualifying employment;
 - f. during this forty-eight (48)-month period, for a maximum of twelve (12) months, the incremental increase is disregarded, and for a maximum of twelve (12) months, fifty percent (50%) of the incremental increase is disregarded;
 - g. if the period of increased income does not last for twelve (12) consecutive months, the disallowance period may be resumed at any time within the forty-eight (48)-month period and the same procedure applies for the fifty percent (50%) phase in procedure;
 - h. each qualifying family member is only entitled to a total of twelve (12) months of each disallowance;
 - i. the disallowance of the incremental increase of income resulting from employment is only applied to determine the annual income of families residing in public housing units, not to determine annual income of applicants for purposes of income eligibility or targeting.

2. Training Income Disregards

- a. Family members enrolled in authorized training programs will have any income attributable to such training program disregarded for annual income calculations for a period of eighteen (18) months.
- b. For a training program to qualify, supportive services (at least one) must be available for participants. These services may include but are not limited to childcare, transportation, personal welfare counseling, health care services, youth leadership mentoring, etc.

C. INCOME AND ALLOWANCES

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

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or re-certification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits (24 C.F.R. § 5.607).

Adjusted Income is defined as the Annual income minus any HUD allowable deductions. HUD has five allowable deductions from Annual Income:

1. Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
2. "Elderly" allowance: \$400 per household for families whose head of household or spouse is 62 or over or disabled.
3. Allowable medical expenses for all family members are deducted for elderly and disabled families.
4. Child care expenses for children under 13 are deducted when child-care is necessary to allow an adult member to work, attend school, or actively seek employment.
5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

D. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

The PHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the PHA must count the income of the spouse or the head of the household if that person is temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The PHA will evaluate absences from the unit in accordance with this policy.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the PHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify the PHA before they move out of a unit in accordance with the lease and to give the PHA information about any family absence from the unit.

Families must notify the PHA if they are going to be absent from the unit for more than 7 consecutive days.

A unit is deemed "abandoned" if: (1) Resident and occupants have been absent for more than seven consecutive days and one or more utilities have been shut off; (2) Resident and occupants appear to have moved out because of substantial removal of clothes, furniture or personal belongings from the premises, and/or no one has been in the premises for ten consecutive days while the rent is due and unpaid; or (3) Ten days have passed since the death of the only person occupying or residing in the unit.

Management may take possession of the unit after Resident moves out. If there are reasonable grounds to question whether or not Resident has moved out, Management may secure the premises against vandalism and a notice of planned entry shall be delivered or attached to the premises. The Resident is deemed to have moved out if: (1) there is no response to this notice after 48 hours; (2) inspection shows that all or most of the Resident's property has been removed; and (3) Resident's rent remains due and unpaid.

Management may remove and store any property left in the unit when Resident moves out. Resident will be charged for the cost of storage. Any property not claimed within 30 days after Resident moves out is deemed abandoned. Resident agrees that Management may dispose of abandoned property by any means it chooses. If Management sells the property, the money received shall offset the cost of storing and selling the property with any remainder applied to charges owed by Resident, if any. Any remaining money will be sent to the Resident at his forwarding or last known address. Nothing in this paragraph limits Management's right to immediately dispose of trash or other valueless property.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the PHA may:

- Conduct home visit;
- Write letters to the family at the unit;
- Telephone the family at the unit;
- Interview neighbors; and,
- Verify if utilities are in service.

A person with a disability may request an extension of time as an accommodation.

If the absence, which resulted in termination of assistance, was due to a person's disability, and the PHA can verify that the person was unable to notify the PHA in accordance with the lease provisions regarding absences, and if a suitable unit is available, the PHA may reinstate the family as an accommodation if requested by the family.

Absence of Any Member

Any member of the household will be considered permanently absent if he/she is away from the unit for 7 days in a 12 month period except as otherwise provided in this Chapter.

Absence due to Vacation Time

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the PHA's "Absence of Entire Family" policy.

Absence due to Incarceration

If the sole member is incarcerated for more than 7 consecutive days, he/she will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if he/she is incarcerated for 7 days in a twelve month period.

The PHA will determine if the reason for incarceration is for drug-related or violent criminal activity.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 12 months from the date of removal of the child(ren), the unit size will be reduced. If all children are removed from the home permanently, the unit size will be reduced in accordance with the PHA's occupancy guidelines.

Absence of Adult

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat that adult as a visitor for the first 30 days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the lease will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the PHA will review the status every 30 days up to a maximum of 180 days.

If the court has not awarded custody or legal guardianship, but the action is in process, the PHA will secure verification from social services staff or the attorney as to the status.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

The PHA may transfer the lease to the caretaker, in the absence of a court order, if the caretaker qualifies under the Tenant Suitability criteria and has been in the unit for more than 180 days and it is reasonable to expect that custody will be granted.

When the PHA approves a person to reside in the unit as caretaker for the child(ren), the income should be counted pending a final disposition. The PHA will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 1 month, the person will be considered permanently absent.

If an adult family member leaves the household for any reason, the family must report the change in family composition to the PHA within 10 days.

The family will be required to notify the PHA in writing within 10 days when an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

The family member will be determined permanently absent if verification is provided.

A person with a disability will be granted a time extension as an accommodation upon request.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full time students who attend school away from the home will be treated in the following manner:

1. A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.
2. Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.
3. Full time students who attend school away from the home and live with the family during school recess will be considered permanently absent from the household.

Visitors

Any adult not included on the HUD 50058 who has been in the unit more than 14 consecutive days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is a family member.

Statements from neighbors and/or PHA staff will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the PHA will evict the family since prior approval was not requested for the addition.

Minors and college students who were part of the family, but who now live away from home during the school year and are not considered members of the household may visit for up to 14 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 90 days per year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Additions to the PHA

Reporting changes in household composition to the PHA must be made in compliance with the lease provision requirements regarding adding household members. Such changes must be reported to management within 10 working days of its occurrence.

If the family does not obtain prior written approval from the PHA, any person the family has permitted to move in will be considered an unauthorized household member.

In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to the PHA in writing within 2 days of the maximum allowable time.

Families are required to report any additions to the household in writing to the PHA within 2 days of the move-in date.

An interim reexamination will be conducted for any additions to the household.

Reporting Absences to the PHA

If a family member leaves the household, the family must report this change to the PHA, in writing, within 10 **working** days of the change and certify as to whether the member is temporarily absent or permanently absent.

The PHA will conduct an interim evaluation for changes that affect the TTP in accordance with the interim policy.

E. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the PHA may:

1. Average known sources of income that vary to compute an annual income;
2. Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime, which the employer cannot anticipate for the next twelve (12) months, bonuses and overtime received the previous year will be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

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

The method used depends on the regularity, source and type of income.

F. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete a written certification every 30 days.

G. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

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

1. Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.
2. Exclude the income and deductions of the member if his/her income goes directly to the facility.
3. Calculate the income by using the following methodology and use the income figure that would result in a lower payment by the family:

Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.

H. REGULAR CONTRIBUTIONS AND GIFTS [24 C.F.R. § 5.609 (a)(7)]

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

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

If the family's expenses exceed its known income, the PHA will question the family about contributions and gifts.

I. ALIMONY AND CHILD SUPPORT [24 C.F.R. § 5.609 (a)(7)]

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

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

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

1. The PHA receives verification from the agency responsible for enforcement or collection.
2. The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

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

J. LUMP-SUM RECEIPTS [24 C.F.R. § 5.609 (b)(5), (c)]

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

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

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

The PHA will always calculate retroactively to date of receipt.

Prospective Calculation Methodology

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

1. The entire lump-sum payment will be added to the annual income at the time of the interim.
2. The PHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year).
3. At the next annual re-certification, the PHA will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.
4. The lump sum will be added in the same way for any interims that occur prior to the next annual re-certification.

If amortizing the payment over one year will cause the family to pay more than 30% of the family's adjusted income (before the lump sum was added) for Total Tenant Payment, the PHA and family may enter into a Repayment Agreement, with the approval of Housing Manager, for the balance of the amount over the 30% calculation. The beginning date for this Repayment Agreement will start as soon as the one-year is over.

Retroactive Calculation Methodology

1. The PHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.
2. The PHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the PHA.

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

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

Attorney Fees

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

K. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

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

1. While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
2. After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

L. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The PHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The PHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

The PHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$5,000.00. If the total value of assets disposed of within the two-year period is less than \$5,000.00, they will not be considered an asset.

M. CHILD CARE EXPENSES

Child-care expenses for children under 13 may be deducted from annual income if they enable an adult to work, attend school full-time, or actively seek employment.

In the case of a child attending private school, only after-hours care can be counted as child-care expenses.

Child-care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child-care. Examples of those adult members who would be considered *unable* to care for the child include:

1. The abuser in a documented child abuse situation, or
2. A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Allowability of deductions for child-care expenses is based on the following guidelines:

Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

Child care for school: The number of hours claimed for child-care may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

Amount of Expense: The PHA will survey the local care providers in the community/collect data as a guideline. If the hourly rate materially exceeds the guideline, the PHA may calculate the allowance using the guideline.

Reasonable Child Care Expenses: As defined by the Authority, may not exceed \$45.00 per week per child

N. MEDICAL EXPENSES [24 C.F.R. § 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.

Accupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

O. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 C.F.R. § 5.520]

Applicability

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter titled "Recertifications.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

1. Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.
2. Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.
3. Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

P. REDUCTION IN BENEFITS

If the family's benefits, such as social security, SSI or AFDC, are reduced through no fault of the family, the PHA will use the net amount of the benefit.

If the family's benefits were reduced due to family error, omission, or misrepresentations, the PHA will use the gross amount of the benefit.

Q. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

If the cost of utilities (excluding telephone) is not included in the Tenant Rent, a utility allowance will be deducted from the total tenant payment. The Utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, *not* on a family's actual consumption.

When the Utility Allowance exceeds the family's Total Tenant Payment, the PHA will provide a Utility Reimbursement Payment for the family each month. *The check may be made directly to the tenant or to the utility company. If paid to the utility company, the PHA will notify the family of the amount paid.*

Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

When the supplier of utilities offers a "budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in the cost of utilities and ensures adequate heat in the winter. If the family is receiving AFDC, the PHA will encourage the family to consider a vendor payment plan for rent and utilities.

When a resident makes application for utility service in his/her own name, he or she must sign a third party notification agreement so that the PHA will be notified if the resident fails to pay the utility bill.

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site or than an applicant cannot be admitted to a unit with resident-paid utilities.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

Reasonable Accommodation of Residents with Disabilities

On request from a family that includes a disabled or elderly person, the PHA will approve a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation in accordance with 24 CFR Part 8 to make the program accessible to and useable by the family with a disabled family member.

Residents with disabilities will not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

R. EXCESS UTILITY PAYMENTS

Residents in units where the PHA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease [24C.F.R. § 966.4(b)(2)].

S. CEILING RENTS

Ceiling rents have been replaced by PHA determined Flat Rents.

T. PROCEDURES TO OBTAIN A HEARING REGARDING AMOUNT OF RENT

1. Before a hearing is scheduled in any grievance involving the amount of rent that the PHA claims is due, the family must pay an escrow deposit to the PHA in the amount which the PHA states is due and payable as of the first of the month preceding the month in which the family's act or failure to act took place. Subsequently, the family must continue to deposit the same amount monthly until the family's complaint is resolved by decision of the hearing officer or panel.
2. The PHA will waive this requirement for escrows concerning financial hardship of minimum rent requirements or reductions in welfare benefits related to work requirements.

3. Unless the PHA waives the requirement or it meets the criteria of G.2. above, the family's failure to pay the escrow deposit will terminate the grievance procedure.
4. The family's failure to pay the escrow deposit does not constitute waiver of the family's right to contest in any appropriate judicial proceeding, the PHA's disposition of the grievance.

VERIFICATION PROCEDURES

INTRODUCTION

HUD regulations require that the PHA verify the factors of eligibility and Total Tenant Payment. Applicants and program tenants must furnish proof of their statements whenever required by the PHA, and the information they provide must be true and complete. The PHA's verification procedures are designed to meet HUD's requirements and to maintain program integrity. This chapter explains the PHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The PHA will ensure that proper authorization for release of information is always obtained from the family before making verification inquiries.

A. METHODS OF VERIFICATION AND TIME ALLOWED

1. The PHA will verify information through the four methods of verification acceptable to HUD in the following order:
 - a. Third-Party Written: The PHA's first choice is a written third-party verification to substantiate claims made by an applicant or resident.
 - b. Third-Party Oral: The PHA may also use telephone verifications.
 - c. Review of Documents: The PHA will review documents, when relevant, to substantiate the claim of an applicant or resident.
 - d. Certification/Self-Declaration: A certification will be accepted when no other form of verification is available.

For applicants, verifications may not be more than sixty (60) days old at the time of a unit offer. For residents, they are valid for sixty (60) days from date of receipt.

2. Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third-party written verifications.

Third-party verification forms will not be hand-carried by the family except for the following circumstances.

The PHA will not accept verifications delivered by the family except computerized printouts from the following agencies:

- a. Social Security Administration;
- b. Veterans Administration;

- c. Welfare Assistance;
- d. Unemployment Compensation Board;
- e. City or County Courts;
- f. Pharmacies for prescription drugs; or,
- g. Doctor bills.

3. Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third-party verification is not available, the PHA will compare the information to any documents provided by the family. If provided by telephone, the PHA must originate the call.

4. Review of Documents

In the event that third-party written or oral verification is unavailable, or the information the PHA requires has not been verified by the third-party within three (3) to four (4) weeks, the PHA will rotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

The PHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- a. Printed wage stubs;
- b. Computer printouts from the employer;
- c. Signed letters (provided that the information is confirmed by phone); and,
- d. Other documents noted in this Chapter as acceptable verification.

The PHA will accept Faxed documents.

The PHA will accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the PHA will utilize the third-party verification.

5. Self-Certification/Self-Declaration

When verification cannot be made by third-party verification, or review of documents, families will be required to submit a self-certification.

Self-certification means a notarized statement affidavit/certification/statement under penalty of perjury.

B. RELEASE OF INFORMATION

Each family member over the age of eighteen (18) will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of tenancy because it is a family obligation under tenancy to supply any information requested by the PHA or HUD.

C. ITEMS TO BE VERIFIED

All income not specifically excluded by the regulations.

Zero-income status of household.

Zero-income applicants and residents will be required to complete a family expense form at each certification or recertification interview.

Full-time student status including High School students who are eighteen (18) or over.

Current assets including assets disposed of for less than fair market value in preceding two (2) years.

Child-care expense where it allows an adult family member to be employed or to further his/her education.

Total medical expenses of all family members in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allows an adult family member to be employed.

Legal Identity

United States citizenship/eligible immigrant status.

Social Security Numbers for all family members six (6) years of age or older.

Familial/Marital status when needed for head or spouse definition.

Disability for determination of preferences, allowances or deductions.

D. VERIFICATION OF INCOME

This section defines the methods the PHA will use to verify various types of income.

1. Employment Income

Verification forms request the employer to specify the:

- Dates of employment;
- Amount and frequency of pay;
- Date of the last pay increase;
- Likelihood of change of employment status and effective date of any known salary increase during the next twelve (12) months;
- Year to date earnings; and,
- Estimated income from overtime, tips, bonus pay expected during next twelve (12) months.

Acceptable methods of verification include, in this order:

- a. Employment verification form completed by the employer;
- b. Check stubs or earning statements that indicate the employee's gross pay, frequency of pay or year to date earnings (at least 3-month period);
- c. W-2 forms plus income tax return forms;
- d. Family's present conditions of employment are too unstable to project the Adjusted Income into the coming twelve (12)-month period for the purpose of determining Total Tenant Payment; the PHA will schedule a special reexamination. This special reexamination will take place within 30, 60, or 90 days of admission, or at a date by which the PHA estimates that the family's circumstances will be stable. If at the time of such special reexamination it is still not possible to make a reasonable estimate of Adjusted Income, special reexamination will continue to be scheduled until a reasonable estimate of the Adjusted Income can be made. Rents determined at special reexamination will be made effective the first day of the second month following the final rent determination. Until the final rent determination can be made, a family will pay rent based upon the existing Adjusted Income.

Program residents may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the PHA will require the most recent federal income tax statements.

The Department of Housing and Urban Development (HUD) has initiated an income verification program that is designed to match family reported income against other sources, such as IRS, Social Security, etc. By-law, information obtained through this matching program may not be conveyed by HUD to the PHA. However, should a family living in publicly assisted housing be contacted by HUD, with respect to discrepancies in reported income, the family must disclose this information to the

PHA within thirty (30) days of receipt. Failure to do so may result in the termination of the family's assistance. Therefore, in accordance with new provisions in the Quality Housing and Work Responsibility Act of 1998, residents are required to disclose the letter and any other information they receive from HUD regarding their income (under HUD's income verification initiative) to the PHA. The PHA must verify the accuracy of the income data, change rent amounts, or terminate assistance, as appropriate, when the residents disclose income information received under the initiative. While this procedure is new and may not affect every family or every PHA jurisdiction immediately, residents must be made aware that failure to report the receipt of such notification from HUD may adversely affect their eligibility for or continued occupancy of public housing.

HUD cannot by law divulge Federal tax return data from the Internal Revenue Service (IRS) except to the residents themselves; however, HUD will provide the PHA with a list of the residents to whom it has sent income discrepancy letters.

With respect to families no longer in occupancy, the PHA will pursue abuses regarding a resident's receipt of excess rental assistance by reporting the deficiency of payments to credit bureaus, if practical, and recovery of such amounts as PHA resources permit.

2. Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

- a. Benefit verification form completed by agency providing the benefits;
- b. Award or benefit notification letters prepared and signed by the providing agency;
- c. Computer report electronically obtained or in hard copy; and,
- d. Bank statements for direct deposits.

3. Unemployment Compensation

Acceptable methods of verification include, in this order:

- a. Verification form completed by the unemployment compensation agency;
- b. Computer printouts from unemployment office stating payment dates and amounts; and,
- c. Payment stubs.

4. Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

- a. PHA verification form completed by payment provider;
- b. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next twelve (12) months;
- c. Computer-generated Notice of Action; and,
- d. Computer-generated list of recipients from Welfare Department.

5. Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

- a. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
- b. A notarized letter from the person paying the support.
- c. Copy of latest check and/or payment stubs from Court Trustee; the PHA must record the date, amount, and number of the check.
- d. If payments are irregular, the family must provide:
 - A copy of the separation or settlement agreement or a divorce decree stating the amount and type of support and payment schedules;
 - A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement;
 - A welfare notice of action showing amounts received by the welfare agency for child support;
 - A written statement from an attorney certifying that a collection or enforcement action has been filed.

6. Net Income from a Business

In order to verify the net income from a business, the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next twelve (12) months.

Acceptable methods of verification include:

- a. IRS Form 1040, including:
 - Schedule C (Small Business);
 - Schedule E (Rental Property Income); and,
 - Schedule F (Farm Income).
- b. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules;
- c. Audited or non-audited financial statement(s) of the business;
- d. Credit report or loan application;
- e. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next twelve (12) months. The family will be advised to maintain these documents in the future if they are not available.

7. Child-Care Business

If an applicant or resident is operating a licensed day care business, income will be verified as with any other business. If the applicant/ resident is operating a "cash and carry" operation (licensed or not), the PHA will require the applicant/ resident to complete a form for each customer giving: name of person(s) whose child (ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

The PHA will conduct interim reevaluations every sixty (60) days and require the resident to provide a log with the information about customers and income.

If child-care services were terminated, third-party verification will be sent to the parent whose child was cared for.

8. Recurring Gifts

The family must furnish a self-certification that contains the following information:

- a. The person who provides the gifts;
- b. The value of the gifts;
- c. The regularity (dates) of the gifts; and,
- d. The purpose of the gifts.

9. Zero-Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, AFDC, SSI, etc. are not being received by the household.

The PHA will request information from the State Employment Development Department.

The PHA will request information from IRS.

The PHA may check records of other departments in the jurisdiction (such as government utilities) that have information about income sources of customers.

10. Full-time Student Status

Only the first \$480 of the earned income of full-time students eighteen (18) years of age or older, other than head or spouse, will be counted towards family income.

Financial aid, scholarships, and grants received by full-time students are not counted towards family income.

Verification of full-time student status includes:

- a. Written verification from the registrar's office or other school official;
- b. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

E. INCOME FROM ASSETS

Acceptable methods of verification include, in this order:

1. Savings Account Interest Income and Dividends

Will be verified by:

- a. Account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution;
- b. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification;
- c. IRS Form 1099 from the financial institution provided that the PHA must adjust the information to project earnings expected for the next twelve (12) months.

2. Interest Income from Mortgages or Similar Arrangements

- a. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next twelve (12) months. A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.
- b. Amortization schedule showing interest for the twelve (12) months following the effective date of the certification or recertification.

3. Net Rental Income from Property Owned by Family

- a. IRS Form 1040 with Schedule E (Rental Income);
- b. Copies of latest rent receipts, leases, or other documentation of rent amounts;
- c. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

F. VERIFICATION OF ASSETS

1. Family Assets

The PHA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

- a. Verification forms, letters, or documents from a financial institution or broker;
- b. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker;
- c. Quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate;
- d. Real estate tax statements if the approximate current market value can be deduced from assessment;

- e. Financial statements for business assets;
 - f. Copies of closing documents showing the selling price and the distribution of the sales proceeds;
 - g. Appraisals of personal property held as an investment.
2. Assets Disposed of for Less than Fair Market Value (FMV) during two (2) years proceeding effective date of certification or recertification.
- a. For all Certifications and Re-certifications, the PHA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two (2) years preceding the effective date of the certification or recertification.
 - b. If the family certifies that they have disposed of assets for less than fair market value, verification (or certification) is required that shows: (a) all assets disposed of for less than FMV; (b) the date they were disposed of; (c) the amount the family received; and (d) the market value of the assets at the time of disposition. Third-party verification will be obtained wherever possible.

G. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

1. Child-Care Expenses

- a. Written verification from the person who receives the payments is required. If the child-care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services;
- b. Verifications must specify the child-care provider's name, address, telephone number, Social Security Number, the names of the children cared for, the number of hours the child-care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods;
- c. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

2. Medical and Disability Assistance Expenses

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

- a. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of: (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency;
- b. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family;
- c. Written confirmation from the Social Security Administration's written of Medicare premiums to be paid by the family over the next twelve (12) months. A computer printout will be accepted;

- d. For attendant care:
 - (1) A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes;
 - (2) Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.
- e. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next twelve (12) months;
- f. Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next twelve (12) months;
- g. Receipts or other record of medical expenses incurred during the past twelve (12) months that can be used to anticipate future medical expenses. The PHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year;
- h. The PHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

3. Assistance to Persons with Disabilities

- a. In All Cases:
 - (1) Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
 - (2) Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.
- b. Attendant Care:
 - (1) Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided;
 - (2) Certification of family and attendant and/or copies of canceled checks family used to make payments.
- c. Auxiliary Apparatus:
 - (1) Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus;
 - (2) In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

H. VERIFYING NON-FINANCIAL FACTORS

1. Verification of Legal Identity

In order to prevent program abuse, the PHA will require applicants to furnish verification of legal identity for all family members.

- a. The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.
 - Certificate of Birth, naturalization papers;
 - Church issued baptismal certificate;
 - Current, valid Driver's license;
 - U.S. military discharge (DD 214);
 - U.S. passport;
 - Voter's registration;
 - Company/agency Identification Card;
 - Department of Motor Vehicles Identification Card;
 - Hospital records.
- b. Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:
 - Certificate of Birth;
 - Adoption papers;
 - Custody agreement;
 - Health and Human Services ID;
 - School records.

If none of these documents can be provided, a third-party who knows the person may, at the PHA's discretion, provide verification.

2. Verification of Marital Status

Verification of divorce status will be a certified copy of the divorce decree, signed by a court officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

3. Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will always be required if applicable:

- a. Verification of relationship:
 - Official identification showing names;
 - Birth Certificates;
 - Baptismal certificates.
- b. Verification of guardianship is:
 - Court-ordered assignment;
 - Affidavit of parent;
 - Verification from social services agency;
 - School records.
- c. Evidence of a stable family relationship:
 - Joint tax return;
 - Joint bank accounts or other shared financial transactions;
 - Leases or other evidence of prior cohabitation;
 - Credit reports showing relationship;
 - Joint utility bills;
 - Other third-party verifications recognized by law 24 CFR § 912 and 960.

4. Verification of Permanent Absence of Adult Member

If the family reports an adult member who was formerly a member of the household permanently absent, the PHA will consider any of the following as verification:

- a. Husband or wife institutes divorce action;
- b. Husband or wife institutes legal separation;
- c. Order of protection/restraining order obtained by one family member against another;
- d. Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available;
- e. Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location;
- f. If no other proof can be provided, the PHA will accept a self-certification from the family;
- g. If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

5. Verification of Change in Family Composition

The PHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

6. Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act 42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation

specialist, or licensed social worker, using the HUD language as the verification format.

7. Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by *the Citizenship and Immigration Services Bureau (CISB)*. Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

a. Categories:

- (1) Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.
- (2) Eligible Immigrants who were tenants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.
- (3) Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The PHA verifies the status through the *CISB* SAVE system. If this primary verification fails to verify status, the PHA must request within ten (10) days that the *CISB* conduct a manual search.
- (4) Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.
- (5) Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of non-contending members.

b. Failure to Provide. If an applicant or resident family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

c. Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For resident families, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the PHA must conduct the determination.

- d. Extensions of Time to Provide Documents. The PHA will grant an extension of **thirty (30) days** for families to submit evidence of eligible immigrant status.
- e. Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.
- Resident Alien Card (I-551);
 - Alien Registration Receipt Card (I-151);
 - Arrival-Departure Record (I-94);
 - Temporary Resident Card (I-688);
 - Employment Authorization Card (I-688B);
 - Receipt issued by the **CISB** for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five (5) years.

The PHA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

8. Verification of Social Security Numbers

Social Security numbers must be provided as a condition of eligibility for all family members six (6) and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration.

If a family member cannot produce a Social Security Card, only the documents listed below showing his/her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

- A valid driver's license;
- Identification card issued by a Federal, State or local agency;
- Identification card issued by a medical insurance company or provider (including Medicare and Medicaid);
- An identification card issued by an employer or trade union;
- An identification card issued by a medical insurance company;
- Earnings statements or payroll stubs;
- Bank Statements;
- IRS Form 1099;
- Benefit award letters from government agencies;
- Retirement benefit letter;
- Life insurance policies;
- Court records (real estate, tax notices, marriage, divorce, judgment or bankruptcy records);
- Verification of benefits or SSN from Social Security Administration.

New family members ages six (6) and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the PHA.

If an applicant or resident is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or resident must sign a certification to that effect provided by the PHA. The applicant/resident or family member will have an additional thirty (30)-days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's tenancy will be terminated.

In the case of an individual at least sixty-two (62) years of age, the PHA may grant an extension for an additional sixty (60) days to a total of one hundred twenty (120) days. If, at the end of this time, the elderly individual has not provided documentation, the family's tenancy will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

9. Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

I. VERIFICATION OF SUITABILITY FOR ADMISSION

Applicants who have a history, due to a lack of willingness to meet financial obligations of previous tenancies will be denied admission.

Applicants who show a history of disturbance of neighbors, the inability to abide by house rules, or disturbance of neighbors will be denied admission.

Applicants who have a history of drug-related or violent criminal activity within the past three (3) years will be denied admission.

Applicants who have a record of eviction from housing or involuntary termination from residential programs, taking into account date and circumstances, will be denied admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the PHA's lease, either alone or with assistance that they can demonstrate that they have or will have at the time of admission.

Applicants who have a history of damage or destruction of property, or housekeeping habits at present or prior residences that may adversely affect the health safety, or welfare of other residents or neighbors will be denied admission.

1. Ability to meet financial obligations under the lease

All applicants will be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

- a. All applicants will be interviewed and asked questions about the basic elements of tenancy;
- b. The PHA will conduct a detailed interview of all applicants during which an evaluation will be made between income and expenditures;
- c. The PHA will access a Credit Report on all applicants prior to selection;
- d. The PHA will determine if applicants owe any monies to from previous tenancy or participation in any HUD housing program;
- e. The PHA will independently verify the rent-paying history of all applicants for the previous five (5) years directly with the landlord(s).

2. Drug-related or violent criminal activity

The PHA will complete a criminal background check of all applicants including other adult members in the household, or any member of which criminal records are available.

The following background factors will limit admission of families who have as a household member any of the following:

- a. persons convicted of manufacturing or producing methamphetamine on the premises of any assisted housing are permanently denied admission to public housing. The PHA will not waive this criterion;
- b. any person determined to be using an illegal substance will be denied admission;
- c. persons who have been evicted from federally assisted housing for drug related criminal activity within three (3) years beginning on the date of the eviction;
- d. persons currently engaged in, or who have engaged in within three (3) years of the admission decision drug related criminal activity, violent criminal activity, other criminal activity that would threaten the health, safety or right to peaceful enjoyment of the premises by other residents or that threatens any PHA employee, contractor, subcontractor, or agent of the PHA;
- e. persons believed to abusing drugs or alcohol in a way that will interfere with the safety or right to peaceful enjoyment of other residents will be denied admission;
- f. any household member with a family member subject to a lifetime registration under a state sex offender registration act will be denied admission. The PHA will not waive this criterion;
- g. any person determined to be fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees. The PHA will not waive this criterion;
- h. any person violating a condition of probation or parole imposed under Federal or State law. The PHA will not waive this criterion.

The PHA may waive the denial of admission if the abuser can demonstrate completion of a rehabilitation program acceptable to the PHA, except that no exception will be made for persons convicted of methamphetamine production or manufacture, those subject to the sex offender lifetime registration requirement, those fleeing to avoid prosecution or in violation of parole or probation conditions.

3. Housekeeping

The PHA will obtain references from prior landlords for the previous three (3) years to determine acceptable housekeeping standards.

The PHA will conduct a home visit prior to admission.

Applicants will be required to attend pre-occupancy classes as a condition of admission.

J. VERIFICATION OF WAITING LIST PREFERENCES [24 C.F.R. § 5.410, 5.415, 5.430]

1. Federal Preferences have been permanently eliminated and have been replaced with the following Local Preferences.

The PHA has adopted the following preferences and verification procedures:

- a. Families who claim they are being or have been displaced due to domestic violence:

Written verification from police, social service agency, court, clergy person, physician, and/or public or private facility giving shelter and/or counseling to victims.

Verification must be obtained (from a landlord or other source) that the abuser still resides at the unit.

The family must certify that the abuser will not return to the household without the advance written approval of the PHA. Before giving approval, the PHA will require verification of the following:

- That the family members involved have been through a counseling program and the service provider believes that reconciliation is likely;
- Statement from social worker, psychologist, or other professional familiar with the abuser that he/she has received counseling/treatment and is unlikely to continue the abuse;
- Statement from local law enforcement agency that no complaints have been filed since the date of the preference approval;
- Certification that the abuser has completed a drug rehabilitation program.

- b. Families who claim they have been or are about to be displaced to avoid reprisals for providing information to assist police in a criminal investigation.
- Certification of threat assessment by a law enforcement agency;
 - Oral or written recommendation from law enforcement agency or HUD.

- c. Families who claim to be displaced by hate crimes.

Written statement from law enforcement agency, HUD, Fair Housing or other agency responsible for non-discrimination advocacy. Statement should contain approximate number of occurrences and date of last occurrence.

- d. Displacement by inaccessibility of unit.

Statement from the owner of the critical elements that are inaccessible, and that the owner is not going to make the needed modifications, or permit the family to make the modifications.

Inspection by PHA to verify inaccessibility of critical elements.

Statement from the owner of the building that the accommodations required will not be made.

If the owner permits the resident to make the modifications, verification that the family cannot afford the expense.

- e. Displacement by HUD disposition of a development: Written verification from HUD.

2. Ranking Preferences

- a. Residency Preference: For families who live, work or have been hired to work in the jurisdiction of the PHA. Families who are unable to work due to age or disability automatically qualify for this preference.

In order to verify that an applicant is a resident, the PHA will require a minimum of three (3) of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, statement from household with whom the family is residing.

For families who have been hired to work in jurisdiction of the PHA, a statement from the employer will be required.

- b. Veteran's preference: This preference is available to current member of the U.S. Military Armed Forces, veterans, or surviving spouses of veterans.

The PHA will require U.S. government documents that indicate that the applicant qualifies under the above definition.

- c. Working preference: This preference is available for families with at least one member who is employed. The PHA will require a statement from the employer.
- d. Educational/Training residents: This preference is available for families who are graduates of or residents in educational or training programs designed to prepare the individual for the job market. The PHA will require a statement from the agency or institution providing the education or training.

Chapter 8

TENANT SELECTION AND ASSIGNMENT PLAN

INTRODUCTION

It is the PHA's policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide waiting list. Applicants will be selected in sequence based upon date and time the application is received, the size and type of unit they require, and any local preferences for which they qualify. In filling an actual or expected vacancy, the PHA will offer the dwelling to an applicant needing that size and type of unit in that type of project, and make the offer in sequence until someone accepts it. This Chapter describes the PHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

A. METHOD OF SELECTION

As dwelling units become available for occupancy, responsible PHA employees will offer units to applicants on the waiting list. In accordance with the Quality Housing and Work Responsibility Act of 1998 (QHWRA), the PHA encourages occupancy of its developments by families with a broad range of incomes. At a minimum, forty percent (40%) of all new admissions **on an annual basis** will be families with incomes at or below thirty percent (30%) (extremely low-income) of the local area median income. The offer of assistance will be made without discrimination because of race, color, religion, sex, national origin, age, disability or familial status.

No family other than a low-income family, as defined in regulations, is eligible for admission to Low-Rent Public Housing units. Twenty-five percent (25%) of units available for occupancy prior to October 1, 1981 may be occupied by low-income families who are not very low-income families. Only fifteen percent (15%) of low-income families who are not very low-income residents as defined in regulations may be admitted to developments built after October 1, 1981.

In any given year, at least thirty percent (30%) of a PHA's admissions to public housing units will be extremely low-income families. For every percent below forty percent (40%) of such admissions, the percentage of extremely low-income families admitted to the Section 8 program will be increased by an equal percentage up to a maximum of eighty-five percent (85%).

The offers will be made in the following manner.

To the maximum extent feasible, the de-concentration and income-mixing requirements of QHwRA will be followed. Families with incomes ranging from 0% to 80% of median income will be selected in accordance with their preferences and priorities. Families with the highest incomes will be offered units in developments where average family incomes are lowest. Conversely, families with the lowest incomes will be offered units in developments with the highest average family incomes. The PHA may offer incentives to families to accomplish the de-concentration and income-mixing objectives.

The PHA may employ a system of income ranges in order to maintain a housing resident body composed of families with a range of incomes and rent paying abilities representative of the range of incomes among low-income families in the PHA's area of operation, and may take into account the average rent the PHA should receive to maintain financial solvency. The PHA's selection procedures are designed so that selection of new public housing residents will bring the PHA's actual distribution of rents closer to the projected distribution of rents.

The PHA will select, based on date and time of application and preferences, two (2) families in the extremely lower income category and two (2) families from the lower income category (31 to 80 percent of area median income) alternately until the forty percent (40%) admission requirement of extremely low-income families is achieved (2 plus 2 policy).

After the minimum level is reached, all selections will be made based solely on date, time and preferences. Any applicants passed over as a result of implementing this 2 plus 2 policy will retain their place on the waiting list and will be offered a unit in order of their original placement on the waiting list.

1. Plan for Unit Offers

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

This plan is not based on the distribution of vacancies in the Housing Authority's projects. The applicant is given two offers of a suitable unit (by size and type).

The Housing Authority's locations (sites) are:

- Pioneer Family Housing, 4398 North 7th Street (75 units);
- Vogel/Anson Family Housing, 2100 & 2200 Vogel/Anson Avenue (72 units);
- Robert H. Deegan ³²⁰²3204 Rebecca Lane (28 elderly/handicap units); and,
- Riviera Family Housing, 3001 North 6th Street (38 units).

All offers of units shall be made from the Record of Applications/Community-Wide Waiting List in proper sequential order considering preferences, without discriminating because of race, color, national origin, religion, creed, sex, age, disability, or familial status.

An applicant shall receive two offers to a suitable unit (by size and type) that has been vacated the longest, whether the Housing Authority operates one or multiple project locations or sites, and the applicant must accept one of the units offered or be removed from the Community-Wide Waiting List.

2. Applicant Status after Final Unit Offer

When an applicant rejects the final (second) unit offer the PHA will remove the applicants name from the waiting list.

Removal from the waiting list means that the applicant must reapply and the applicant must wait six (6) months before reapplying for the public housing program.

3. Time-Limit for Acceptance Of Unit

The applicant must accept the vacancy offered within three (3) working days of the date the offer is communicated (by phone, mail, or the method of communication designated by the applicant) or, be dropped from the qualified applicant list. Letter to the applicant will confirm offers made over the phone. If unable to contact an applicant by phone, the Housing Authority will send a letter.

The applicant will have two (2) days to provide their security deposit or hardship verification. If the applicant fails to show up at the scheduled time for his/her appointment to sign the lease, the applicant is deemed to have rejected the offer of the unit.

4. Applicants Unable to Take Occupancy

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

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

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

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

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

The unit is inappropriate for 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.

5. Applicants with a Change in Family Size or Status

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

Chapter 9

LEASING

INTRODUCTION

This Chapter describes pre-leasing activities and the PHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

A. LEASE ORIENTATION

Prior to execution of the lease, a PHA representative will provide a lease orientation to the family head, spouse, and any other household member age 18 or over. The orientation may be conducted with more than one family

The family must attend an orientation before taking occupancy of the unit.

Orientation Agenda

When families attend the lease orientation, they will be provided with:

- A copy of the Lease;
- Grievance Procedure/Policy;
- Lawn Care Policy;
- "One Strike and You're Out" Policy;
- Parking Policy;
- Delinquent Rent Policy;
- Pet Policy;
- Garage Sales Policy;
- Community Center Policy; and,
- Schedule of Other Changes.

Topics to be discussed will include, but are not limited to:

- Pest Control;
- Applicable deposits and other charges;
- Provisions of the Lease;
- Orientation to the community;
- Unit maintenance and work orders;
- Explanation of occupancy forms;
- Terms of occupancy;
- "One Strike and You're Out" Policy;
- Parking Policy;
- ***Choice of Rent;***

- Delinquent Rent Policy; and,
- Lawn Care Policy.

B. EXECUTION OF LEASE

The lease shall be executed by the head of household and spouse and all other adult members of the household, and by an authorized representative of the PHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and one will be retained by the PHA in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current PHA policies as well as applicable federal, state and local law.

The following provisions govern lease execution and amendments:

1. A lease is executed at the time of admission for all new tenants.
2. A new lease is executed at the time of the transfer of a tenant from one Housing Authority unit to another.
3. If, for any reason, any signer of the lease ceases to be a member of the household, an Addendum will be executed by a remaining adult member of the tenant family if the family is otherwise eligible for continued occupancy.

Lease signers must be persons legally eligible to execute contracts. If no member of the household is qualified to sign a lease, a legal guardian may co-sign the lease, subject to PHA approval.

4. The names of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.
5. Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by the PHA, which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice.
6. Households that include a Live-In Attendant are required to execute a lease addendum authorizing the arrangement and describing the status of the attendant.

The PHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A resident's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD is grounds for termination of tenancy.

C. ADDITIONS TO THE LEASE

The PHA, prior to the actual move-in by the proposed new member, must approve requests for the addition of a new member of the household.

1. Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening of the proposed new member. Only new members approved by the PHA will be added to the household.
2. Children born to a family member, children under the age below which Juvenile Justice records are not made available who are adopted by a family member, or who are added through a kinship care arrangement are exempt from the pre-screening process.
3. Household member additions who are subject to screening:
 - Resident plans to marry;
 - Resident is awarded custody of a child over the age for which juvenile justice records are available;
 - Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren); and,
 - A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.
4. Residents who fail to notify the PHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by the PHA and the entire household will be subject to eviction [24 C.F.R. § 966.4 (F)(3)].
5. Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify the PHA of the move-out within ten (10) days of its occurrence.

These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.

" Medical hardship or other extenuating circumstances will be considered by the PHA in making determinations under this paragraph.

6. Visitors are permitted in a dwelling unit, provided they are reported to the Manager within two (2) days of their arrival or prior thereto. The manager can authorize visits not exceeding 14 days.

The family must notify the PHA of visitors who will be in the unit in excess of 14 days in a year.

Visitors who remain beyond this period shall be considered trespassers, and their presence constitutes a breach of the lease.

7. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit.

Residents are not permitted to allow a former tenant of the PHA who has been evicted to occupy the unit for any period of time.

Residents must advise the PHA when they will be absent from the unit for more than seven days and provide a means for the PHA to contact the resident in the event of an emergency. Failure to advise the PHA of extended absences is grounds for termination of the lease.

D. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES

[24 C.F.R. § 8.27(a)(1)(2) and (b)]

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

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

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

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

E. UTILITY SERVICES

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

Non-payment of excess utility charge payments to the PHA is a violation of the lease and is grounds for eviction.

The PHA will pay utility allowances directly to the utility company designated by the resident.

F. SECURITY DEPOSITS

New tenants must pay a security deposit to the PHA at the time of admission. Tenants with pets must pay a pet deposit.

The amount of the security and/or pet deposit required is specified in the lease.

The amount of the Security Deposit is 1-BR \$100, 2-BR \$135, 3-BR \$170, and 4-BR \$205.

The amount of the Pet Deposit is ^{250.00}~~\$50.00~~.

The PHA will hold the security deposit for the period the tenant occupies the unit.

The PHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:

- Unpaid Rent;
- Damages listed on the Move-Out Inspection Report that exceed normal wear and tear; and,
- Other charges under the Lease.

The PHA will refund the Security Deposit less any amounts owed, within 30 days after move out and tenant's notification of new address.

The PHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

The PHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The PHA will provide the tenant or designee identified above with a written list of any charges against the security or pet deposits. If the tenant disagrees with the amount charged to the security or pet deposits, the PHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the PHA. All keys to the unit must be returned to the Management upon vacating the unit.

The PHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit, the PHA will refund the security deposit, less damages, and collect a new deposit. The tenant will be informed of the new deposit amount.

G. RENT PAYMENTS

The tenant rent is due and payable at the PHA-designated location on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If the payment of rent and other charges due under the lease will be delayed beyond the first day of the month, the tenant must notify the Management no later than five (5) business days before the payment is due. The notification must include an explanation of the circumstances that will delay the tenant's payment, and indicate the date on which full payment will be made.

If the PHA does not receive payment by the 5th working day of the month, a delinquent rent notice will be sent.

H. FEES AND NONPAYMENT PENALTIES

A charge of \$20.00 will be assessed against the tenant for checks that are returned for non-sufficient funds (NSF), or checks written on a closed account. If the check is not redeemed and the rent satisfied by the 5th working day of the month, the rent will be considered unpaid. Checks will not be accepted from any resident if they have two returned checks in one year.

If the PHA has not agreed to accept payment at a later date, a *Notice to Vacate* will be issued for failure to pay rent.

If the tenant fails to make payment by the 5th day of the month, and the PHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued to the tenant with a 14 day notice period for failure to pay rent, demanding payment in full or the surrender of the premises.

If the tenant fails to make payment by the 5th day of the month, a late fee of \$15.00 will be charged.

I. SCHEDULES OF SPECIAL CHARGES

Schedules of special charges for services, repairs, and utilities, and rules and regulations that are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and tenants upon request.

J. MODIFICATIONS TO THE LEASE

Effective April 28, 2000, each dwelling lease will have a twelve (12) month term which will automatically be renewed for all purposes except non-compliance by an adult member with the community service requirements. The PHA incorporates the regulatory provisions in all leases for dwelling units assisted under the U. S. Housing Act of 1937, as amended, in developments owned by or leased to the PHA and leased or sublet to residents. The PHA can modify the lease at any time during the lease term provided that the PHA provides the required notice to residents and resident organizations and considers their comments before adopting the new lease form. The lease may be modified at any time by written agreement of the resident and the PHA. The PHA may terminate tenancy if the resident refuses to accept a revision to the lease after being given at least sixty (60) days notice of its proposed effect and being allowed a reasonable time to respond to the offer.

Additional Lease Provisions Effective Immediately

1. Persons convicted of manufacturing or producing amphetamine on the premises of public housing will have their assistance **permanently** terminated.
2. Any person residing in public housing identified by the PHA as having fled to avoid prosecution, or custody or confinement after a conviction of a felony, violation of a condition of probation or parole imposed under Federal or State law will have their lease terminated.
3. Any person in the household or guest determined to have tampered with, destroyed or removed batteries from any smoke detector will be fined a fee of \$25.00. Any second offense will result in the termination of the lease.

4. The PHA will notify the Post Office of any family evicted for criminal and/or drug/alcohol abuse.

Schedules of special charges and rules and regulations are subject to modification or revision. Tenants will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comment. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, and:

- Hand delivered to the tenant at the dwelling unit;
- Hand delivered to the dwelling unit;
- Mailed by first class mail to the tenant; and,
- Posted in at least two conspicuous places within each structure or building in which tenants affected by the modifications or revisions are located.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

K. CANCELLATION OF THE LEASE

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

L. INSPECTIONS OF PUBLIC HOUSING UNITS

1. Initial Inspections

The PHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the PHA and the tenant, will be kept in the tenant's file.

Any adult member may sign the inspection form for the head of household.

2. Vacate Inspections

The PHA will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection. The purpose of this inspection is to determine if maintenance is needed that exceeds normal wear and tear, and if there are tenant caused damages to the unit.

The resident is required to participate in the move-out inspection.

3. Annual Inspections

The PHA will inspect all units annually using HUD's minimum Housing Quality Standards (HQS) as a guideline

4. Preventive Maintenance Inspections

The PHA will perform preventive maintenance inspections on a regular basis.

5. Management Inspections

The property manager will conduct periodic inspections to determine the condition of the unit and to identify problems or issues in which the PHA can be of service to the family.

6. Special Inspections

HUD representatives or local government officials may review PHA operations periodically and as a part of their monitoring may inspect a sampling of the PHA's inventory.

7. Emergency Inspections

If any employee and/or agent of the PHA has reason to believe that an emergency exists in the unit, an emergency inspection will be done without notification to the family. The person(s) who enters the unit will leave a written notice to the resident explaining the reason the unit was entered and the date and time.

8. Entry of Premises Notices

Non-emergency entries to the unit will be made during reasonable hours of the day. The PHA will not give prior notice for emergency inspections or tenant requested work orders. Reasons the PHA will enter the unit are:

- Routine inspections and maintenance;
- To make improvements and repairs;
- To show the premises for leasing; and,
- In cases of emergency.

A written statement specifying the purpose for non-emergency entry into the unit will be delivered to the premises at least two days before entry.

Chapter 10

PET POLICY

This Pet Policy is developed in accordance with the HUD Regulations published in the Federal Register.

The following rules are established to govern the keeping of pets in and on properties owned and operated by the Housing Authority of the City of Abilene, Texas.

All Housing Authority tenants are authorized to keep pets.

Before an eligible tenant will be authorized to keep a pet, the tenant must prepare and submit an "Application to Keep a Pet" to the PHA. The pet must be registered with the Housing Authority annually thereafter. Registration includes: (1) Certificate signed by a licensed veterinarian or designated state or local authority or agent, stating that the pet has received all inoculations required by state or local law. (2) Statement signed by a licensed veterinarian that the animal is in good health, has no communicable diseases or pests and, in the case of dogs and cats, is spayed or neutered. (3) Sufficient information to identify pet and demonstrate it is a common household pet. (4) Name, address, and phone number of one or more responsible parties to care for the pet if the owner dies, is incapacitated or unable to care for the pet. (5) Execution of a Pet Agreement, stating that the tenant accepts complete responsibility for the care and cleaning of the pet and acknowledges the applicable state and local laws and regulations. (6) Pet must be licensed in accordance with applicable state and local laws and regulations.

Registration will be coordinated with the annual reexamination date. Approval for keeping of a pet shall not be extended until the requirements specified above have been met, and in no event will approval of other than the common household pets be extended.

This privilege may be revoked at any time subject to the PHA's Grievance Procedures if the animal becomes destructive or a nuisance to others, or if the tenant/owner fails to comply with the following standards:

A. STANDARDS

Common household pets as outlined below will be permitted under the following guidelines:

1. Dogs
 - Maximum number - one (1)
 - Maximum adult weight - 25 pounds
 - Must be housebroken
 - Must be spayed or neutered
 - Must have all required inoculations
 - Must be licensed as specified now or in the future by State Law or Local Ordinance

Note: The size, weight and type of pet does not apply to service animals for persons with disabilities.

2. Cats
Maximum number - one (1)
Must be de-clawed
Must be spayed and neutered
Must have all required inoculations
Must be trained to use a litter box or other waste receptacle
Must be licensed as specified now or in the future by State-Law or Local Ordinance
3. Birds
Maximum number - two (2)
Must be enclosed inside a cage at all times
4. Fish
Maximum aquarium size - 20 gallons
Must be maintained on approved stand
5. Rodents (only rabbit, guinea pig, hamster or gerbil)
Maximum number - one (1)
Must be enclosed inside an acceptable cage at all times
Must have any or all inoculations as specified now or in the future by State Law or Local Ordinance
6. Turtle
Maximum number - one (1)
Must be enclosed in an acceptable cage or container at all times

B. SERVICE ANIMALS

No pets other than specified may be kept by a Resident; however, any other animal that is a service animal for a disabled individual may be permitted as a reasonable accommodation.

C. PETS TEMPORARILY ON THE PREMISES

Pets that are not owned by a tenant (i.e. to be kept temporarily on the premises for a period of less than 14 consecutive days) will not be allowed.

Tenants are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the Housing Authority of the City of Abilene.

D. EXCEPTIONS

One of the two exceptions from this rule will be visiting pet programs sponsored by a Humane Society or other non-profit organization. The other exception is that tenants may care for other tenants' pets on a temporary basis, if they agree in writing to abide by the pet rules.

E. PET DEPOSIT AND WASTE REMOVAL CHARGE

1. An initial refundable security deposit payment of \$50.00 on or prior to the date the pet is properly registered and brought into the unit. The security deposit may be waived for a service animal for a disabled person as a reasonable accommodation.
2. Monthly payments in an amount of no less than \$10.00 until the specified deposit have been paid. The PHA reserves the right to change or increase the required deposit by amendment to these rules.
3. Pet deposit and pet waste removal charges (\$5.00 per occurrence) are not part of rent payable by the tenant.
4. The pet deposit shall be refunded when the tenant moves out or when the Resident no longer keeps a pet, whichever is earlier.
5. The pet must be maintained within the Resident/Pet Owner's unit. When outside the unit, dogs and cats must be kept on a leash or carried and under the control of the Resident/Pet Owner or other responsible individual AT ALL TIMES. Pets are not allowed in the Community Room or other Housing Authority Offices (service animals excepted).

F. EXTERMINATION

The expense of de-infestation of fleas in the Resident/Pet Owner's apartment shall be the responsibility of the Resident/Pet Owner. The PHA will arrange for the extermination service and charge the cost to the resident's account.

G. NOISE

Resident/Pet Owner agrees to control the noise of the pet so that such noise does not constitute a nuisance to other tenants or interrupt their peaceful enjoyment of their apartments. Failure to control pet noise may result in the removal of the pet from the premises. This includes but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

H. PET CARE

No pet (except fish) shall be left unattended in any apartment for a period in excess of 24 hours. All tenants shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

I. ALTERATIONS

Resident/Pet Owners shall not alter their unit, patio, unit area, or common areas to create an enclosure for the animal.

J. RESPONSIBLE PARTIES

The Resident/Pet Owner will be required to designate one or more responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the Pet Owner, or by other factors that render the Pet Owner unable to care for the pet.

K. PET RULE VIOLATION NOTICE

If a determination is made, on objective facts supported by written statements, that a Resident/Pet Owner has violated a rule, written notice will be served on the Resident/Pet Owner. The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) alleged to be violated. The notice also will state:

That the Resident/Pet Owner has 10 days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

That the Resident/Pet Owner is entitled to be accompanied by another person of his or her choice at the meeting; and,

That the Resident/Pet Owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the Pet Owner's tenancy.

L. TENANTS UNAUTHORIZED TO HAVE PETS

Upon reasonable suspicion that an unauthorized pet is being kept in the dwelling unit, Management will notify the Resident of Management's intention to enter the unit after 48 hours to ensure compliance with the Pet Policy. At the appointed time, Management will enter the unit and remove any unauthorized pet. If an unauthorized pet is found, it will be turned over to the Abilene Animal Control office and the Resident will be charged \$50.00 for removing the pet. If Management must remove an unauthorized pet a second time, the lease may be terminated.

Chapter 11

RECERTIFICATIONS

INTRODUCTION

HUD requires that the PHA re-certify all families at least annually. At the annual recertification families must report their current household composition, income, deductions and allowances. Between regular annual re-certifications, HUD requires that families report all changes in household composition, but the PHA decides what other changes must be reported and the procedures for reporting them. This chapter defines the PHA's policy for conducting annual re-certifications. It also explains the interim reporting requirements for families, and the standards for timely reporting.

The amount payable monthly by the family as rent to the PHA is selected annually by the family from the following options:

A. TYPES OF RENT

Flat Rent: Rent, which is based on the market value of the unit as determined by the PHA. The market rent is the rent charged for comparable units in the private, unassisted rental market at which the PHA could lease the public housing unit after preparation for occupancy.

The PHA will not pay a utility reimbursement for a family that has chosen to pay a flat rent for its unit.

Families choosing flat rents generally will be re-certified once every three (3) years, but the PHA reserves the right to conduct such re-certifications more frequently. Family composition, *community service, self-sufficiency and other criteria related to continued occupancy*, will be verified annually.

The PHA will review the flat rent levels, at least annually, to ensure that the established levels continue to mirror market rent values. This periodic review may result in the flat rents being either increased or decreased. Residents paying flat rents would not have their rent adjusted (up or down) until their annual reexamination or annual update.

Income-based Rent: Rent which is based on the family's income as determined by the PHA based on the PHA's rent policies, which may specify a percentage of income, include a schedule of rents, involve depositing a portion of the Tenant Rent to an escrow account, imposing a ceiling on Tenant Rents, adopting permissive income deductions, etc. The income-based rent plus any applicable utility allowance will not exceed the Total Tenant Payment (TTP) as determined by the statutory formula.

The income-based rent levels, as adopted by the PHA will be identified in a separate policy adopted by the PHA's Board of Commissioners and incorporated by reference in this policy.

Ceiling Rent: *The PHA's ceiling rents expired September 30, 2002, and have now been adjusted to the same level as the flat rents.*

The PHA will provide, through its orientations, individual counseling and written notices, sufficient information to allow families to make an informed choice of rent payment options. At a minimum, families will be advised of:

1. the dollar amounts of Tenant Rent for the family under each option; and,
2. the PHA's policies on switching the type of rent in circumstances of financial hardship.
3. If the PHA determines that the family is unable to pay the flat rent because of financial hardship, the PHA will immediately switch the family's rent from flat rent to income-based rent. Once a family switches from flat rent to income-based rent due to financial hardship, the family must wait until its next annual option to select the type of rent they choose to pay.

The PHA has established the following policies for determining financial hardship circumstances:

- a. the family's income has decreased because of changed circumstances, loss or reduction of employment, death in the family which results in income reduction or funeral expenses; and reduction in or loss of earnings or other assistance;
- b. the family has experienced an increase in expenses, because of changed circumstances, for un-reimbursed medical costs, child care, transportation, education, or similar items;
- c. the PHA may include other reasonable financial hardship circumstances that may be applied on a case by case basis at management discretion.

B. ELIGIBILITY FOR CONTINUED OCCUPANCY

Residents who meet the following criteria will be eligible for continued occupancy:

- qualify as a family as defined in this policy;
- are in full compliance with the obligations and responsibilities described in the dwelling lease;
- have complied with the Community Service Requirements; and,
- whose family members, age six (6) and older, each have submitted their social security numbers or have certifications on file that they do not have a social security number.

1. Community Service Requirements

The PHA will provide written notice of the community service requirement and describe the process to change exemption status of family members. The PHA will determine compliance once each twelve (12) months with community service and self-sufficiency requirements. For those residents paying flat, ceiling or market rents, and determined to be required to comply with performing community service, an annual review of status will be performed twelve (12) months after the initial determination and every twelve (12) months thereafter. Self-certification by residents of compliance is not acceptable; third-party certification must be provided by the entity with whom the resident is working.

Existing documentation will be accepted as evidence of disability and self-certification of inability to perform community service is acceptable; however, disabled family members not yet officially classified as such do not meet the requirements for automatic exemption and are required to provide verification from a medical or service provider of their inability to perform under the community service requirements. The effective date of participation for all non-exempt residents is the *date the* family executes the date the lease containing this requirement. It should be noted that new admissions, as well as families in occupancy, are affected by this requirement. As a general rule, the new lease will be executed for new admissions on or after the PHA's fiscal year that begins after **October 1, 2003** and for current residents at the time of their annual re-determination or other interim re-determination after that date.

Economic self-sufficiency program is any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. It includes any work activities as defined in the Social Security Act. For purposes of this requirement a combination of Community Service and/or participation in economic self-sufficiency programs may be counted toward the eight (8) hours per month requirement.

The PHA may provide a guidance list of acceptable activities or advance approval of a community service activity to avoid the possibility of refusing to recognize the activity as eligible after the resident performed it. This approval may help to ensure that the activity is not performed under conditions that would be considered hazardous, work that would normally be performed by PHA staff, or work that is otherwise unacceptable.

The PHA may *not* provide for a family to build credits toward this requirement by working more or less than eight (8) hours per month.

The PHA may provide a guidance list of acceptable activities or advance approval of a community service activity to avoid the possibility of refusing to recognize the

activity as eligible after the resident performed it. This approval may help to ensure that the activity is not performed under conditions that would be considered hazardous, work that would normally be performed by PHA staff, or work that is otherwise unacceptable.

Exempted from the community service/self-sufficiency requirements are:

- a. the elderly, age sixty-two (62) years of age or older, blind or disabled as defined under law and who are unable to comply;*
- b. the caretakers of such elderly, blind or disabled individuals;*
- c. individuals/families receiving public assistance who are in compliance with state or TANF requirements;*
- d. family members who are employed, in educational or training programs or in self-sufficiency activities for eight (8) hours or more per month.*

The PHA has a separate policy on the Community Service requirement that is incorporated by reference into this policy.

2. Adjustments resulting from changes in welfare benefits

Adjustments resulting from changes in welfare benefits will be handled as follows:

- a. A family's loss of welfare benefits due to the expiration of the lifetime time limit is not considered as a failure to comply. The PHA will lower the family's rent.
- b. A family whose welfare benefits are reduced because of fraud will not have its rent reduced.
- c. A welfare agency may reduce welfare benefit payments to sanction a family for non-compliance with welfare self-sufficiency or work activity requirements. The rental contribution of a family assisted in the public housing program **may not** be reduced for this reason. The law requires that family income include the amount of the welfare benefits that would have been paid if not for the welfare agency sanction. For purposes of this section, the PHA will use the "imputed welfare income" to determine the family's annual income.
- d. A family's annual income includes the imputed welfare income plus the total amount of other annual income; however, the amount of imputed annual income is offset by income from other sources received by the family that starts after the sanction is imposed.
- e. The family's rent will not be adjusted until the basis for the reduction is confirmed through third-party verification. At the request of the PHA, the welfare agency is to inform the PHA in writing of the amount and term of any specified welfare benefit reduction and the reason for such reduction. Therefore, the PHA is entitled to base its imputed income on the information

provided to it by the welfare agency and is not responsible for confirming the accuracy of the welfare agency's calculation.

- f. The PHA must make its best effort to enter into cooperation agreements with welfare agencies to comply with this requirement.
- g. If a family claims that the PHA has not correctly calculated the amount of the imputed welfare income, and if the PHA denies the family's request to modify such amount, the PHA will notify the family in writing with a brief explanation of the basis for their determination. The notice must state that the family has the right to a review through the PHA's Grievance Procedures without paying a deposit in escrow.

3. Eligibility for Continued Assistance

Families will be eligible for continued assistance if they are citizens or have eligible immigration status. Every member of a family must submit either evidence of citizenship or eligible immigration status, along with a signed declaration of Section 214 status.

C. ANNUAL RECERTIFICATIONS

The terms *annual recertification* and *annual reexamination* are synonymous.

In order to be re-certified, families are required to provide current and accurate information on income, assets, allowances, deductions, and family composition.

For families who move in on the first of the month, the annual re-certifications will be completed within twelve (12) months of the anniversary of the move-in date. Example: If a family moves in on August 1, the annual recertification will be conducted to be effective on August 1, the following year.

For families who move in during the month, the annual re-certifications will be completed no later than the first of the month in which the family moved in, the following year. Example: If a family moves in on August 15, the effective date of the next annual recertification is August 1.

At the first annual certification on or after June 19, 1995, family members must report and verify their United States citizenship/eligible immigrant status.

When families move to another dwelling unit, a new lease will be executed for the dwelling into which the family moves. [24 C.F.R. § 966.4 (c)(3)]

1. Reexamination Notice to the Family

All families will be notified of their obligation to re-certify by first class mail. The notification shall be sent at least ninety (90) days in advance of the anniversary date. The PHA will also mail the notice to a third-party, if requested as reasonable

accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

- a. Methodology: The PHA's method for conducting annual re-certifications will be to schedule the specific date and time of appointments in the written notification to the family.
- b. Persons with Disabilities: Persons with disabilities, who are unable to come to the PHA's office, will be granted an accommodation of conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

2. Collection of Information

The family is mailed an annual recertification form, with a letter scheduling an appointment.

The PHA representative will then interview the family and enter any missing information provided by the family on the recertification form. The family is required to complete a *Personal Declaration* form prior to all annual and interim recertification interviews.

3. Requirements to Attend

The head of household, spouse, and any adult members of the household who are eighteen (18) years of age or older will be required to attend the recertification interview and sign the application for continued occupancy. If the head of household is unable to attend the interview, the appointment will be rescheduled.

4. Failure to Respond to Notification to Recertify

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to two (2) days prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the PHA, the PHA will reschedule a second appointment. If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the PHA will terminate tenancy for the family. The Public Housing Manager or the Housing Programs Coordinator may make exceptions to these policies, if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

5. Documents Required From the Family

In the notification letter to the family, the PHA will include instructions for the family to bring the following:

- a. Documentation of income for all family members;
- b. Documentation of liquid and non-liquid assets;
- c. Documentation to substantiate any deductions or allowances; and,
- d. Personal Declaration Form completed by head of household.

6. Verification of Information

All information that affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this policy. Verifications used for recertification must be less than ninety (90) days old. All verifications will be placed in the file that has been established for the family.

When the information has been verified, it will be analyzed to determine:

- a. the continued eligibility of the resident as a *family* or as the *remaining member* of a family;
- b. the unit size required by the family; and,
- c. the amount of rent the family should pay.

7. Changes in the Tenant Rent

If there is any change in rent, the lease will be amended, and a Notice of Rent Adjustment will be issued to the Resident. [24 C.F.R. 966.4 (c)(0)]

a. Tenant Rent Increases

If Tenant Rent increases a thirty (30) day notice will be mailed to the family prior to the anniversary date.

If less than thirty (30) days are remaining before the anniversary date, the Tenant Rent increase will be effective on the first of the month following the thirty (30)-day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

b. Tenant Rent Decreases

If Tenant Rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the PHA.

D. REPORTING INTERIM CHANGES

Families must report all changes in the household composition to the PHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain PHA approval prior to all other additions to the household.

The United States citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

1. Interim Reexamination Policy

a. Increases in Income to be Reported

Families must report all increases in income/assets of all household members to the PHA in writing within ten (10) working days of the occurrence.

Families are only required to report the following increases in income:

- (1) Increases in earned income from the employment of a current household member;
- (2) Increases in income because a person with income joins the household; and,
- (3) Increases in household income that come as a result of a *new* income source (e.g. AFDC, child support, gifts, SSI, Social Security, unemployment, retirement, legal settlements, etc.).

b. Increases in Income and Rent Adjustments

The PHA will process rent adjustments for all increases in income that are reported between regularly scheduled re-certifications.

Rent increases (except those due to misrepresentation) require thirty (30) days notice.

c. Decreases in Income and Rent Adjustments

Residents must report a decrease in income and other changes, such as an increase in allowances or deductions that would reduce the amount of the Total Tenant Payment.

The PHA will process the rent adjustment unless the PHA confirms that the decrease in income will last less than thirty (30) calendar days.

The PHA will process rent adjustments whenever there is a decrease in income.

d. Other Interim Reporting Issues

An interim reexamination will be scheduled for families with zero or unstable income every sixty (60) days.

In certain circumstances, the PHA may conduct the interim recertification by mail, (e.g. as a reasonable accommodation when requested). (See Chapter titled "Statement of Policies and Objectives")

2. PHA Errors

If the PHA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

E. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

1. Standard for Timely Reporting of Changes

The PHA requires that families report interim changes to the PHA within ten (10) working days of when the change occurs. Any information, document or signature needed from the family that is needed to verify the change must be provided within ten (10) working days of the change.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the PHA), it will be considered untimely reporting.

2. Procedures When the Change is Reported in a Timely Manner

The PHA will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

- a. Increases in the Tenant Rent are effective on the first of the month following at least thirty (30)-days notice.
- b. Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported.

The change may be implemented based on documentation provided by the family, pending third-party written verification.

3. Procedures when the Change is not Reported by the Tenant in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

- a. Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, and may be required to make a lump sum payment.
- b. Decrease in Tenant Rent will be effective on the first of the month following completion of processing by the PHA and not retroactively.

4. Procedures when the Change is not Processed by the PHA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the PHA does not process the change in a timely manner.

Therefore, an increase will be effective after the required thirty (30)-days notice prior to the first of the month after completion of processing by the PHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

F. REPORTING OF CHANGES IN FAMILY

Only those persons listed on the most recent certification form shall be permitted to occupy a dwelling unit. [24 C.F.R. §§ 960.209 (b) and 966.49 (a)(2)]

All changes in family composition must be reported within ten (10) working days of the occurrence in writing.

Increases in Family Size

Increases other than by birth, adoption or court-awarded custody must have the prior approval of the PHA. All additions to the household are subject to the PHA's suitability criteria

Following receipt of a family's request for approval to add a new person to the lease, the PHA will conduct a pre-admission screening of the proposed new member. The results of screening shall be used to determine whether the PHA will approve admitting the new member.

Children born to or adopted by a family member, under the age below which Juvenile Justice records are made available, or children added through a kinship care arrangement are exempt from the pre-admission screening process.

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

- Resident plans to be married and files a request to add new spouse to Lease.
- Resident is awarded custody of a child or desires to take in a foster child over the age for which Juvenile Justice records are available.
- Resident desires to add a live-in aide.
- A unit is occupied by a remaining family member(s) under age (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of household.
- The spouse of an existing resident has been released from prison and wishes to move into the unit.

Families who need a larger sized unit because of voluntary additions will have lower priority on the Transfer List than other families who are required to change unit size.

G. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Non-citizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

1. The head of household or spouse is a United States citizen or has eligible immigrant status; and,
2. The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head or spouse.

Mixed families who qualify for continued assistance after 11/29/96 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, the family may choose prorated assistance (See chapter titled "Factors Related to Total Tenant Payment Determination"), or the PHA may offer temporary deferral of termination (See chapter on "Lease terminations").

Chapter 12

LEASE TERMINATIONS

INTRODUCTION

The PHA may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations 24 C.F.R. 966.4 (1)(2), and the terms of the lease. This Chapter describes the PHA's policies for notification of lease termination and provisions of the lease.

A. TERMINATION BY TENANT

The resident may terminate this lease at any time by giving management 15 days written notice of intent to move in accordance with lease paragraph 22. If resident does not give this notice, management may charge the resident 15 days rent from the date management first learns the dwelling is vacant and apply tenant's security deposit to pay this rent.

B. TERMINATION BY PHA

The lease may be terminated by the PHA at any time by giving written notice for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

1. Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent;

Delinquent rent accepted before a notice to vacate has been delivered: If the owner accepts all of the delinquent rent prior to giving notice to vacate, the owner has waived the right of eviction for that particular delinquency.

Rent accepted after notice to vacate has been delivered, but before lawsuit has been filed: If the Authority accepts all or parts of delinquent rent after the Notice to Vacate has been given, the Authority has not waived the right of eviction because the resident is still "delinquent in rent" under Section 92.05 (c)(1) of the Texas Property Code.

Rent accepted after eviction suit filed: The Authority can accept all or part of the delinquent rent after the eviction suit is filed and still continue with the suit is filed and still continue with the suit for eviction (also based on language in Section 92.057 (c)(1)).

2. Failure to provide timely and accurate (i.e. within 10 working days of any change) statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Re-certifications;

3. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
4. Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purposes;
5. Failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well-being of the housing project and the Tenants, as described in the Lease (Paragraph 11, Section A., No.4; Paragraph 12, Sections A-V; and Paragraph 17, Sections A & B);
6. Failure to abide by applicable building and housing codes materially affecting health or safety;
7. Failure to dispose of garbage waste and rubbish in a safe and sanitary manner, as described in the Lease (Paragraph 18, Section C);
8. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
9. Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
10. Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas ("Schedule of Resident Charges");
11. The Housing Authority has a strong policy against drug-related or other criminal activities on public housing properties. The Housing Authority prohibits any Resident, household member, or guest from engaging in any drug-related criminal activity, violent criminal activity, or any felonious criminal activity;

The Housing Authority may deny or terminate assistance at any time, if a Resident, Resident's household member, or guest have engaged in drug-related criminal activity or violent or felonious criminal activity. Drug-related criminal activity includes both drug-trafficking and illegal use or possession of drugs. Violent criminal activity refers to criminal use of physical force against a person or property. The Housing Authority may deny or terminate assistance if the preponderance of evidence indicates that a resident, household member and/or guest has committed the crime, regardless of whether the resident, household member or guest has been arrested or convicted. The Housing Authority may deny assistance for an addict who currently uses or possesses drugs ("One Strike and You're Out Policy").

12. If contraband or a controlled substance is seized on the above premises, incident to a lawful search or arrest, the Landlord (the PHA) will be notified by the County

Attorney's Office that it is to bring an unlawful detainer action against that Tenant. The Landlord (PHA) will then commence an unlawful detainer to terminate the Lease;

13. Non-compliance with Non-Citizen Rule requirements; or,
14. Other good cause, as described in the Low Rent Dwelling Lease (Paragraph 5, Section B., Paragraph 12, Sections A-V, and Paragraph 17, Sections A & B).

C. NOTIFICATION REQUIREMENTS

The PHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy, including the right to request a hearing (See Chapter on Lease and Grievance Policy).

Notices of lease termination can be served personally, and if posted to the apartment door, shall also be sent to the resident by Certified Mail (return receipt requested).

The return of the certified mail receipt, whether signed or unsigned, shall be considered to be proof that the resident received proper notification.

The notice shall contain a statement describing the resident's right to meet with the manager to determine whether a reasonable accommodation would eliminate the need for a lease termination.

Timing of the Notice

Resident may terminate the Lease at any time by giving management 15 days written notice of intent to move, in accordance with Lease, Paragraph 22. If Resident does not give this notice, management may charge the resident 15 days rent from the date management first learns the dwelling is vacant and apply tenant's security deposit to pay this rent.

The Management may terminate or refuse to renew this Lease for any serious or repeated violation(s) of the resident's obligations under any section of the Lease. The Management's failure to terminate a Lease for a serious or repeated violation(s) does not prohibit the Management from terminating the Lease upon a resident's subsequent serious or repeated violation.

The Management shall give written notice of termination as in the Lease, Paragraph 22. Such notice will include the reason for termination and inform the Resident of his right to request a hearing in accordance with the current Grievance Procedure. Unless changed by HUD regulations, such notice shall be:

1. Fourteen (14) days in the case of failure to pay rent or the chronic late payment of rents;

2. Three (3) days in the case of any violation of the Lease, (Paragraph 12, Section U);
3. Thirty (30) days in all other cases.

Notice of termination by either party to the Lease may be given on any day of the month.

Unless the Resident prevails in any legal action hereto, the Resident shall pay any and all court expenses, including attorney's fees, incurred by the Management in enforcing the Lease or in recovering possession of the premises.

Criminal Activity

In an eviction for criminal activity, the PHA shall have the discretion to consider all circumstances of the case including (See Lease, Paragraph 12, Sections T & U):

- The seriousness of the offense (as described in the "One Strike and You're Out Policy", No. 3);
- The extent of participation by family members; and,
- The effects on non-involved family members.

The PHA may permit continued occupancy and impose conditions that the involved family members do not reside in the unit or that the family member involved in drugs provided evidence satisfactory to the PHA of successful completion of a drug treatment program.

D. RECORD KEEPING

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

1. Name of resident, number and identification of unit occupied;
2. Date of the Notice of Lease Termination and any other notices required by state or local law; these notices may be on the same form and will run concurrently;
3. Specific reason(s) for the Notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail;
4. Date and method of notifying the resident; and,
5. Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS
[24 C.F.R. § 5.514]

Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, are eligible for temporary deferral of termination of assistance if necessary to permit the family additional time for transition to affordable housing.

Deferrals may be granted for intervals not to exceed six months, up to an aggregate maximum of:

- 3 years for deferrals granted prior to 11/29/96; or,
- 18 months for deferrals granted after 11/29/96.

The family will be notified in writing at least 60 days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

1. granting another deferral will result in an aggregate deferral period of longer than the statutory maximum (three years for deferrals granted before 11/29/96; 18 months for deferrals granted after 11/29/96); or,
2. a determination has been made that other affordable housing is available.

If the PHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated.

Chapter 13

COMPLAINTS, GRIEVANCES AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This chapter describes the policies to be used when families disagree with a PHA decision. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

The Housing Authority of the City of Abilene (hereinafter referred to as PHA) residents are afforded an opportunity for a hearing, if the resident disputes within a reasonable time, any PHA action or failure to act, involving the resident's lease, or PHA regulations which adversely affect the individual resident's right's, duties, welfare or status.

Additional areas covered by these procedures include the Community Service requirements, minimum rent hardship exemptions, and income changes resulting from welfare program requirements. Escrow deposits are not required for grievances related to minimum rent hardships and welfare reductions. These procedures also cover grievances related to improper disclosure or inappropriate use of information obtained by the PHA through criminal records, sex offender registration records and drug abuse treatment facility records.

Grievances will be handled in accordance with the PHA's approved Grievance Procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

A. COMPLAINTS

The PHA will respond promptly to complaints from families. Each complaint regarding physical condition of the units may be reported by phone to the Public Housing Manager. Anonymous complaints are checked whenever possible through the development of a separate investigation file, which will be maintained until the complaint, is substantiated. The PHA strongly prefers that complaints be put in writing.

1. Complaints from families. If a family disagrees with an action or inaction of the PHA:

Complaints from families will be referred to the Public Housing Manager or the Housing Programs Coordinator. If unsatisfied, the complaint will be forwarded to the Housing Administrator.

2. Complaints from staff. If a staff person reports a family is violating or has violated a lease provision or not complying with program rules:

Complaints from staff will be referred to the Public Housing Manager or the Housing Programs Coordinator. If unsatisfied, the complaint will be forwarded to the Housing Administrator.

3. Complaints from the general public. Complaints or referrals from persons in the community in regard to the PHA or a family:

Complaints from the general public will be referred to the Public Housing Manager or the Housing Programs Coordinator. If unsatisfied, the complaint will be forwarded to the Housing Administrator.

B. APPEALS BY APPLICANTS

Applicants who are determined ineligible based on preliminary information or results of the final verification and screening process, who do not meet the PHA's admission standards, or where the PHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing. A hearing may also be requested to contest a determination of a non-qualification for a federal preference.

Applicants must submit their request for an informal hearing in writing to the PHA within fourteen (14) calendar days of receipt of their ineligibility letter.

If the applicant requests an informal hearing, the PHA will provide an informal hearing within thirty (30) days of receiving the request. The PHA will notify the applicant of the location, date, and time of the informal hearing.

The Executive Director or his/her designee will conduct informal hearings. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence he/she wishes and the evidence along with the data compiled by the PHA will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within ten (10) working days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedures for Public Housing residents do not apply to the PHA determinations that affect applicants.

C. APPEALS BY RESIDENTS

Grievances or appeals concerning the obligations of the resident or the PHA under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of the PHA, which is in effect at the time such grievance or appeal arises.

NOTE: Further information is provided in the PHA's Grievance Procedure.

D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the **CISB** appeal.

Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the PHA hearing.

CISB Determination of Ineligibility

If a family member claims to be an eligible immigrant and the **CISB** SAVE system and manual search do not verify the claim, the PHA will notify the applicant or participant within ten (10) days of their right to appeal to the **CISB** within thirty (30) days or to request an informal hearing with the PHA either in lieu of or subsequent to the **CISB** appeal.

If the family appeals to the **CISB**, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate assistance. The time period to request an appeal may be extended by the PHA for good cause.

The request for a PHA hearing must be made within fourteen (14) days of receipt of the notice offering the hearing or, if an appeal was made to the **CISB**, within fourteen (14) days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in the "Grievance Procedures" section of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the PHA will:

- Deny the applicant family;
- Defer termination if the family is a participant and qualifies for deferral; or,
- Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

1. If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.
2. Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
3. Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.
4. Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

E. GRIEVANCE PROCEDURES

1. Definitions

- a. **Grievance.** Any dispute which a resident may have with respect to a housing authority action or failure to act in accordance with the individual resident's lease or PHA regulations which adversely affect the individual resident's rights, duties, welfare, or status.
- b. **Complainant.** Any resident whose grievance is presented to the PHA or at the site/management office informally or as part of the informal hearing process.
- c. **Hearing Officer/Hearing Panel.** A person or persons selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.
- d. **Resident (Tenant).** A lessee or the remaining head of household of any resident family residing in housing accommodations owned or leased by the PHA.
- e. **Elements of Due Process.** An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards is required.
 - (1) *Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;*
 - (2) *Right of the resident to be represented by counsel;*
 - (3) *Opportunity for the resident to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have;*
 - (4) *A decision on the merits of the case.*

2. Applicability

This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

- a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees; or
- b. Any violent or drug-related criminal activity on or off such premises; or
- c. Any criminal activity that resulted in felony conviction of a household member; or
- d. *Alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.*

However, improper use of or disclosure of information obtained by the PHA through criminal records, sex offender registration records and drug abuse treatment facility records, may be the subject of a grievance by a tenant of the PHA.

3. Pre-Hearing Procedures

a. Informal Grievance Procedures

- (1) Any grievance shall be presented orally or in writing to the PHA office or to the complainant's site office. The complainant must sign written grievances. The grievance must be presented in writing within five (5) working days from the act or failure to act that is the basis of the grievance. The written grievance may be simply stated, but shall specify:
 - The particular grounds upon which it is based;
 - The action requested; and
 - The relief sought.
- (2) The purpose of the initial discussion is to discuss and to resolve the grievance without the necessity of a formal hearing.
- (3) A PHA representative will give the complainant, a summary of this discussion within five (5) business days. One copy will be filed in the resident's file.
- (3) The summary will include: names of participants, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which an formal hearing can be obtained.

b. Dissatisfaction with Informal Meeting

- (1) If the complainant is dissatisfied with the proposed disposition of the grievance, he/she shall submit a written request for a hearing within the five (5) working days from the delivery of the summary of the informal meeting.
- (2) The request for a hearing must be presented to the complainant's housing site office or to the PHA's offices.

- (3) The request for a hearing will be date-stamped.
- (4) The request must specify the reason for the grievance request and the relief sought.

c. Failure to Request a Formal Hearing

If the complainant does not request a hearing within five (5) days, he/she waives his/her right to a hearing, and the PHA's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest the PHA's disposition in an appropriate judicial proceeding.

d. Right to a Hearing

After exhausting the informal procedures outlined above, a complainant shall be entitled to a hearing before a hearing official or panel; provided, however, that if the complainant shows good cause why he or she failed to proceed in accordance with the informal hearing procedures to the hearing officer or panel, the informal hearing procedures may be waived by the hearing officer or panel.

4. Selection of Hearing Officer or Panel

A hearing officer, who shall be an impartial, disinterested person selected jointly by the complainant and the PHA representative, shall hear the grievance. If they cannot agree on the choice of such person, each shall choose one member of a hearing panel and the members so appointed shall choose a third person for the panel. If the two (2) chosen members cannot agree on the selection of the third member, another person agreed upon by the complainant and the PHA shall choose the third member.

In lieu of the procedures set forth above, the PHA may provide for the appointment of a hearing officer or a hearing panel by any method which is approved by the majority of residents (in any building, group of buildings, or development, or group of developments to which the methods are applicable) voting in an election or meeting of residents held for the purpose.

In all cases, the PHA will consult with resident organizations before appointment of hearing officers or hearing panels and documents related to discovery in the grievance process will be made available to residents.

5. Procedures to Obtain a Hearing

a. Escrow Deposit

- (1) Before a hearing is scheduled in any grievance involving an amount of rent the PHA claims is due, the complainant shall pay to the PHA all rent due and payable as of the month preceding the month in which the act or failure to act took place.
- (2) The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account each month until the complaint is resolved by decision of the hearing official or panel.

- (3) The PHA may waive these escrow requirements in extraordinary circumstances.
 - (4) Unless so waived, failure to make the required escrow payments shall result in termination of the grievance procedure.
 - (5) Failure to make such payments does not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in any appropriate judicial proceeding.
 - (6) ***Escrow deposits are not required for grievances related to minimum rent hardships and welfare reductions.***
- b. Scheduling
- (1) If the complainant complies with the procedures outlined above, a hearing shall be scheduled by the hearing official or panel promptly within five (5) days at a time and place reasonably convenient to the complainant and the PHA.
 - (2) A written notification of the date, time, place, and procedures governing the hearing shall be delivered to the complainant and the appropriate PHA official.

6. Hearing Procedures

- a. The hearing shall be held before a hearing officer or a hearing panel.
- b. The complainant shall be afforded a fair, which shall include:
 - (1) The opportunity to examine and to copy before the hearing, at the expense of the complainant, all documents, records and regulations of the PHA that are relevant to the hearing. Any document not made available after request by the complainant may not be relied upon by the PHA at the hearing.
The PHA shall also have the opportunity to examine and to copy at the expense of the PHA, all documents, records and statements that the family plans to submit during the hearing to refute the PHA's inaction or proposed action. Any documents not so made available to the PHA may not be relied upon at the hearing.
 - (2) The right to a private hearing unless otherwise requested by the complainant.
 - (3) The right to be represented by counsel or other person chosen as a representative, and to have such person make statements on the complainant's behalf.
 - (4) The right to present evidence and arguments in support of the complaint, to controvert evidence presented by the PHA, and to confront and cross-examine all witnesses upon whose testimony or information the PHA relies; and
 - (5) The right to a decision based solely and exclusively upon the facts presented at the hearing.

- c. If the hearing official or panel determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.
- d. If the complainant or PHA fail to appear at the scheduled hearing, the hearing official or panel may make a determination to either postpone the hearing for a period not to exceed five (5) working days, or make a determination that the party has waived his/her right to a hearing. ***The hearing officer or hearing panel shall notify both the resident and the PHA of the determination.*** Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.
- e. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed.
- f. The hearing shall be conducted informally by the hearing officer or panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearings officer shall require all persons present to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearings office may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly person.
- g. The complainant or the PHA may arrange in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested person may purchase a copy of such transcript.
- h. The PHA shall provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations and attendants. If the complainant is visually impaired, any notice to the tenant, which is required under this subpart, must be in an accessible format.

7. Decisions of the Hearing Official/Panel

- a. The hearing officer or panel shall give the PHA and the complainant a written decision, including the reasons for the decision, within five (5) days following the hearing. The PHA will place one copy in the resident files. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the PHA and made available for inspection by a prospective complainant, his representative, or the hearing officer or panel.
- b. The decision of the hearing official or panel shall be binding on the PHA which shall take all actions necessary to carry out the decision, unless the PHA Commissioners determine, within fifteen (15) days, and so notifies the complainant that:

- (1) The grievance does not concern the PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations that adversely affect the complainant's rights, duties, welfare or status;
 - (2) The decision of the hearing official or panel is contrary to applicable federal, state, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the PHA.
 - (3) The grievance does not concern any housing authority act or omission relative to the complainant's lease or the PHA regulations, which adversely affect the complainant's rights, duties, welfare and status.
- c. A decision by the hearing official or panel, or PHA Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any matter whatever, the rights of the complainant to a trial or judicial review in any proceedings which may thereafter be brought in the matter.

8. Housing Authority Eviction Actions

- a. If a resident has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving an PHA notice of termination of tenancy, and the hearing official or panel upholds the PHA action, the PHA shall not commence an eviction action until it has served a notice to vacate on the resident.
- b. In no event shall the notice to vacate be issued prior to the decision of the hearing official or panel having been mailed or delivered to the complainant.
- c. Such notice to vacate must be in writing and specify that if the resident fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, whichever is later, appropriate action will be brought against the complainant. The complainant may be required to pay court costs and attorney fees.

9. Modification

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of the PHA, present at a regular meeting or a special meeting called for such purposes.

The PHA must provide for at least thirty (30) days advance notice to residents and resident organizations of any changes proposed to be made to this grievance procedure, setting forth the proposed changes and providing an opportunity to present written comments.

The PHA shall consider any comments submitted before final adoption of any amendments.

Chapter 14

FAMILY DEBTS TO THE PHA

INTRODUCTION

This Chapter describes the PHA's policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties

When families or owners owe money to the PHA, the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments;
- Civil suits;
- Repayment agreements;
- Collection agencies; and,
- Credit bureaus.

A. REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement as used in this Plan is a document entered into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement. The maximum length of time the PHA will enter into a repayment agreement with a family is 24 months.

Late Payments

A payment will be considered to be in arrears if, the payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's repayment agreement is in arrears, the PHA will:

- Require the family to pay the balance in full;
- Pursue civil collection of the balance due; and,
- Terminate tenancy.

If the family requests a transfer to another unit and has a repayment agreement in place and the repayment agreement is not in arrears, the family will be required to pay the balance in full prior to the unit transfer.

There are some circumstances in which the PHA will not enter into a repayment agreement. They are:

- If the family already has a Repayment Agreement in place; and,
- If the PHA determines that the family committed program fraud.

Guidelines for Repayment Agreements

Repayment Agreements will be executed between the PHA and the head of household and spouse.

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Housing Programs Coordinator.

No transfer will be approved until the debt is paid in full unless the transfer is the result of the following causes, and the Repayment Agreement is current:

- Family size exceeds the maximum occupancy guidelines; and,
- A natural disaster.

Additional Monies Owed

If the family has a Repayment Agreement in place and incurs an additional debt to the PHA, the PHA will not enter into more than one Repayment Agreement at a time with the same family.

B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

Family Error/Late Reporting

Families who owe money to the PHA due to the family's failure to report increases in income will be required to repay in a lump sum within 14 days. If the family pays the amount in full within this time period, the PHA may continue assistance to the family.

Program Fraud

Families who owe money to the PHA due to program fraud will be required to repay the amount in full within 14 number days. If the full amount is paid within this time period, and the family is still eligible, the PHA may continue assistance to the family.

If a family owes an amount that equals or exceeds \$2,500.00 as a result of program fraud, the case will be referred to Inspector General. Where appropriate, the PHA will refer the case for criminal prosecution.

C. WRITING OFF DEBTS

Debts will be written off if:

- The debtor's whereabouts are unknown and the debt is more than one year old; or,
- The debtor is deceased.

The PHA will maintain a U.D. list that will be checked before anyone is housed in the Section 8 or the Low-Rent Program again. Debt is turned over to the Credit Bureau of Abilene.

Chapter 15

GLOSSARY

I. TERMS USED IN DETERMINING RENT

ANNUAL INCOME (24 C.F.R. 913106)

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 family member including all net income from assets for the 12 month period following the effective date of initial determination or reexamination of income. It does not include income that is temporary, non-recurring, or sporadic as defined in this section, or income that is specifically excluded by other federal statute. Annual income includes:

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. When 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.
4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.
NOTE: Treatment of lump sum payments for delayed or deferred periodic payment of social security or SSI benefits is dealt with later in this section.
5. Payments in lieu of earnings, such as unemployment and disability compensation, Workers' Compensation, and severance pay.
6. All welfare assistance payments received by or on behalf of any family member (24 C.F.R. 913.106(b)(6) contains rules applicable to "as-paid" States).
7. Periodic and determinable allowances, such as alimony and child care support payments, and regular cash contributions or gifts received from persons not residing in the dwelling.

EXCLUSIONS FROM ANNUAL INCOME (24 C.F.R. 913.106)

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 or foster adults (usually individuals with disabilities, unrelated to the resident 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, and settlement for personal property losses.
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 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.
 - (a) Amounts received under HUD funded training programs (e.g. Step-up program); excludes stipends, wages, transportation payments and child care vouchers 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 which are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and child-care, to allow participation in a specific program;
 - (d) Resident services stipend is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the PHA, 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 resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and,
 - (e) Compensation from State or local employment training programs and training of family members as resident management staff mounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the PHA.
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 the Nazi era. (For all initial determinations and reexaminations of income on or after April 23, 1993.)
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
12. Adoption assistance payments in excess of \$480 per adopted child.

13. The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:
- a. Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.
 - b. Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.
 - c. Earnings and benefits means, the incremental earnings and benefits results from a qualifying employment training program or subsequent job.
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
15. 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.
16. 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.
17. 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).

The following benefits are excluded by other Federal Statutes as of August 3, 1933:

- a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; 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)
 - Older American Committee Service ProgramNational Volunteer Anti Poverty Programs such as:
 - VISTA
 - Peace Corps
 - Service Learning Program
 - Special Volunteer ProgramsSmall Business Administration Programs such as:
 - National Volunteer Program to Assist Small Businesses

- Service Corps of Retired Executives
- c. Payments received under the Alaska Native Claims Settlement Act [43 USC 1626 (a)]
- 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. 459 e].
- e. Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 U.S.C. 8624 (f)].
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 U.S.C. 1552 (b)].
- g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).
- h. The first \$2,000 of per capita shares received from judgement funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior.
- i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 U.S.C. 1087 uu] Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.
- j. Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 U.S.C. 3056 (f)] Examples include: Senior Community Services Employment Program, 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, and Green Thumb.
- k. Payments received after January 1, 1989 from the Aged Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation.
- l. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 q).
- m. Earned income tax credit refund payments received on or after January 1, 1991 [26 U.S.C. 32 (j)].

ADJUSTED INCOME

Annual income, less allowable HUD deductions.

Note: Under the Continuing Resolution, PHAs are permitted to adopt other adjustments to earned income for residents of Public Housing, but must absorb any resulting loss in rental income.

All Families are eligible for the following:

1. Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual

Income is computed. Child-care expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be un-reimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

2. Dependent Deduction: An exemption of \$480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.
3. Handicapped Expenses: A deduction of un-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually handicapped, and equipment added to cars and vans to permit their use the handicapped or disabled family member.
 - a. For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all un-reimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
 - b. For elderly families with medical expenses: The amount of the deduction equals the cost of all un-reimbursed expenses for handicapped care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

For Elderly and Disabled Families Only:

Medical Expenses: A deduction of un-reimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

 - (1) For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.
 - (2) For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, then medical expenses are added.
4. Elderly/Disabled Household Exemption: An exemption of \$400 per household.

II. GLOSSARY OF HOUSING TERMS

ACCESSIBLE DWELLING UNITS. When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, 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 C.F.R. 8 32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

ACCESSIBLE FACILITY. All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

ACCESSIBLE ROUTE. For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

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.

ALLOCATION PLAN. The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

APPLICANT (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family 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 and activities.

CEILING RENT. An amount that reflects reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve. *As of September 30, 2002, ceiling rents must be equal to the PHA's determination of flat rent amounts.*

CITIZENSHIP AND IMMIGRATION SERVICES BUREAU (CISB). *Formerly called the Immigration and Naturalization Service (INS).*

COMMUNITY SERVICE. *The performance of voluntary work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, or/and increase the self-responsibility of the resident within the community in which the resident resides.*

CONTROLLED SUBSTANCE. *Any drug or other substance, or immediate precursor included in the definition in Section 102 of the Controlled Substances Act (21 U.S.C. 802).*

COVERED PERSON (DRUG-RELATED AND CRIMINAL ACTIVITY). *A tenant, any member of the tenant's household, a guest or another person under the tenant's control.*

CURRENTLY ENGAGING IN ILLEGAL USE OF A DRUG. *With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in, means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.*

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DESIGNATED FAMILY. The category of family for whom the PHA elects to designate a project (e.g., elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. (24 C.F.R. 945.105)

DISABLED PERSON. A person who is any of the following:

1. A person who has a disability as defined in section 223 of the Social Security Act (42 U.S.C. 423).
2. A person who has a physical, mental, or emotional impairment that:
 - a. Is expected to be of long-continued and indefinite duration;
 - b. Substantially impedes his or her ability to live independently; and
 - c. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
3. A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act [42 U.S.C. 6001(7)].

DISABLED FAMILY. A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

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

DOMICILE. The legal residence of the household head or spouse as determined in accordance with State and local law.

DRUG. *A controlled substance as defined in section 102 of the Controlled Substances Act.*

DRUG ABUSE TREATMENT FACILITY. *An entity:*

1. *That holds itself out as providing, and provides, diagnosis, treatment, or referral for treatment with respect to illegal drug use; and*
2. *That is either an identified unit within a general care facility; or an entity other than a general medical care facility.*

DRUG-RELATED CRIMINAL ACTIVITY. Term means:

1. Drug-trafficking; or
2. Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ECONOMIC SELF-SUFFICIENCY PROGRAM. *Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include job training, employment counseling, work placement, basic skills training, education, English proficiency, financial or household management, apprenticeship and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.*

ELDERLY HOUSEHOLD. A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age living together; or one or more persons 62 years of age living with one or more live-in aides.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBILITY INCOME. May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

ELIGIBLE FAMILY (Family). The PHA defines a family in the Admission and Continued Occupancy Plan.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 that exceeded 25% of the Annual Income. It is no longer used.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

EXTREMELY LOW INCOME FAMILY. A family whose income falls at or below 30% of median income for the jurisdiction.

FAMILY. The applicant must qualify as a family as defined by the PHA.

FAMILY OF VETERAN OR SERVICEPERSON. A family is a "family of veteran or serviceperson" when:

1. The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
2. The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless he/she was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support he/she is legally responsible and the spouse has not remained; or (b) not the head of the household but is permanently hospitalized; provided, that he/she was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FEDERAL PREFERENCE. A preference under federal law for admission of applicant families that are any of the following:

1. Involuntarily displaced.
2. Living in substandard housing (including families that are homeless or living in a shelter for the homeless).
3. Paying more than 50 percent of family income for rent.

Note: Federal preferences have been replaced by local preferences.

FEDERALLY ASSISTED HOUSING (DRUG-RELATED AND CRIMINAL ACTIVITY)

1. *Public housing;*
2. *Housing receiving project-based or tenant-based assistance under Section 8 of the U.S. Housing Act of 1937;*
3. *Housing that is assisted under Section 202 of the Housing Act of 1959, as amended by section 801 of the National Affordable Housing Act;*
4. *Housing that is assisted under Section 202 of the Housing Act of 1959, as such section existed before enactment of the National Affordable Housing Act;*
5. *Housing that is assisted under Section 811 of the National Affordable Housing Act;*
6. *Housing financed by a loan or mortgage insured under section 221(d)(3) of the National Housing Act that bears interest at a rate determined under the proviso of*

section 221(d)(5) of such Act;

7. *Housing insured assisted or held by HUD or by a State or local agency under section 236 of the National Housing Act;*
8. *Housing assisted by the Rural Development Administration under section 514 or section 515 of the Housing Act of 1949.*

FLAT RENT. *Flat Rent is based on the market value of a unit as determined by the PHA. The market rent is the rent charged for comparable units in the private, unassisted rental market at which the PHA could lease the public housing unit after preparation for occupancy. The PHA will not pay a utility reimbursement for a family that has chosen to pay a flat rent for its unit.*

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

FULL-TIME STUDENT. A person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

HANDICAPPED ASSISTANCE EXPENSES. Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members that enable a family member (including the handicapped family member) to work.

HANDICAPPED PERSON. [Referred to as a Person with a Disability] A person having a physical or mental impairment which:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and
3. Is of such a nature that such ability could be improved by more suitable housing conditions.

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA) ("PHA" and "HA" mean the same thing)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. Act in which the US Housing Act of 1937 (sometimes referred to as the Act) was re-codified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PLAN.

1. A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.
2. A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD REQUIREMENTS. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives.

HURRA. The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

IMMIGRATION AND NATURALIZATION SERVICE (INS). *Now called the Citizenship and Immigration Services Bureau (CISB).*

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination

IMPUTED INCOME. HUD passbook rate x total cash value of assets. Calculation used when assets exceed \$5,000.

IMPUTED WELFARE BENEFIT. The total amount of the welfare benefit to which a family would be entitled had they not falsified information, failed to meet self-sufficiency requirements or committed fraud with respect to the welfare program.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Gross Annual Income.

INDIAN. Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either:

1. By exercise of the power of self-government of an Indian Tribe, independent of State law, or
2. By operation of State law providing specifically for housing authorities for Indians

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

INVOLUNTARILY DISPLACED PERSON. Involuntarily Displaced Applicants are applicants who meet the HUD definition for the federal preference.

LARGE VERY LOW INCOME FAMILY. Prior to the 1982 regulations, this meant a very low- income family that included six or more minors. This term is no longer used.

LEASE. A written agreement between an owner and an eligible family for the leasing of a housing unit.

LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who:

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

LOCAL PREFERENCE. A preference used by the PHA to select among applicant families without regard to their federal preference status.

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

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual income is computed, and that are not reimbursable. A deduction for Elderly Households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

MINIMUM RENT. An amount established by the PHA of at least \$25.00, but not more than \$50.00. Minimum Rent must be passed by resolution. The PHA has established a minimum rent of \$50.00.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MONTHLY-ADJUSTED INCOME. 1/12 of the Annual income after Allowances or Adjusted Income.

MONTHLY INCOME. 1/12 of the Annual Income.

NEAR-ELDERLY FAMILY. A family whose head, spouse, or sole member is 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 live-in aides.

NET FAMILY ASSETS. The net cash value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

OTHER PERSON UNDER THE TENANT'S CONTROL, FOR THE PURPOSES OF THE DEFINITION OF COVERED PERSON (DRUG-RELATED AND CRIMINAL ACTIVITY). *The person, although not staying as a guest (as defined under "guest") in the unit, is, or was at the time of the activity in question, on the premises (as defined under "premises") because of an invitation express or implied from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.*

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA). A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). (the term "HA" is no longer used.)

RANKING PREFERENCE. A preference used by the PHA to select among applicant families that qualify for local preference.

REASONABLE ACCOMMODATION. *Means making alterations or adaptation to provide access to otherwise qualified individuals with disabilities, in the use of the program and facilities, without causing undue hardship or substantially altering the program or activity.*

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim re-certifications.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RESIDENT ASSISTANT. A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or well-being. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals. (See Sections 882.109(n), 882.106(c) and 882.102 definitions in Appendix 1 of 7420.7.)

SECRETARY. The Secretary of Housing and Urban Development.

SECURITY DEPOSIT. A dollar amount that can be applied to unpaid rent, damages or other amounts to the owner under the lease.

SERVICEPERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a tenant family.

SPOUSE. The husband or wife of the head of the household.

SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) that receives the benefit of subsidy in the form of:

1. Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
2. Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
3. Direct loans pursuant to Section 202 of the Housing Act of 1959; or
4. Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
5. Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless a Public Housing Agency owns the project;
6. A Public Housing Project.

SPECIFIED WELFARE BENEFIT REDUCTION. *A reduction of welfare benefits, 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. It does not include a reduction or termination of welfare benefits by the welfare agency:*

- 1. at expiration of a lifetime or other time limit on the payment of welfare benefits;*
- 2. 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;*
- 3. because a family member has not complied with other welfare agency requirements.*

TENANT RENT. (Formerly called Net Family contribution.) The amount payable monthly by the family as rent to the owner (including a PHA in other programs). Where all utilities (except telephone) and other essential housing services are supplied by the owner, Tenant Rent equals Total Tenant Payment. Where some of all utilities (except telephone) and other essential housing services are not supplied by the owner and the cost thereof is not included in the amount paid as rent to the owner, Tenant Rent equals Total Tenant Payment less the Utility Allowance in the Certificate Program. In the Voucher Program, Tenant Rent is rent to Owner less HAP.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT. Residential space for the private use of a family.

UNUSUAL EXPENSES. Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

UN-REIMBURSED MEDICAL EXPENSE COSTS

This deduction is granted only to elderly or disabled families. A range of medical expenses and services can be claimed, including, but not limited to the following, to the extent that the total medical expenses exceed 3 percent of annual income:

- Services of health care professionals and health care facilities (doctors, nurses, practical nurses, therapists, hospitals, clinics, etc.)*
- Services of health care professionals and health care facilities (doctors, nurses, practical nurses, therapists, hospitals, clinics, etc.);*
- Laboratory fees, x-rays and diagnostic tests, costs for blood, and oxygen;*
- Medical insurance premiums (including Medicare) and the insurance deductible;*
- Prescription and non-prescription medicines (non-prescription medicines should be prescribed by a licensed medical professional);*

- *Transportation to/from treatment including the actual cost (e.g., bus fare) or if driving by car, a mileage rate based on IRS rules or other accepted standard;*
- *Medical care of a permanently institutionalized family member IF his/her income is included in annual income;*
- *Dental treatment including fees paid for cleaning, fluoride treatments, sealants, x-rays, fillings, braces, extractions and dentures;*
- *Eyeglasses and contact lenses;*
- *Hearing aids and batteries, wheelchair, walker scooter, artificial limbs;*
- *Attendant care or periodic attendant care;*
- *Payments on accumulated medical bills (that will be due in the year for which annual income is computed) for the services of physicians, nurses, dentists, opticians, mental health practitioners, chiropractors, hospitals, health maintenance organizations (HMOs), out-patient medical facilities and clinics;*
- *Expenses paid to an HMO;*
- *Purchase or rental and upkeep of equipment (e.g., where there are tenant paid utilities, the additional utility costs to the tenant because of an oxygen machine, repair of a wheelchair, etc.);*
- *Skilled, semi-skilled and unskilled nursing services;*
- *An assistive animal and the upkeep and care of the animal; and*
- *Any other medically necessary service, apparatus or medication, as documented by third party verification.*

UTILITIES. Utilities means, water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

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

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations this was described as a low-income family that included eight or more miners. This term is no longer used.

VERY LOW INCOME FAMILY. A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released under conditions other than dishonorable.

WAITING LIST. A list of families, organized according to HUD regulations and PHA policy, who are waiting for subsidy to become available.

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

WELFARE RENT. This concept is used ONLY for Section 8 Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program.

1. If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.
2. If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.

III. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

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

CITIZEN. A citizen or national of the United States.

CITIZENSHIP AND IMMIGRATION SERVICES BUREAU (CISB). *Formerly the Immigration and Naturalization Service (INS).*

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents that must be submitted to evidence citizenship or eligible immigration status.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

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

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

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

PHA. A housing authority that operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the PHA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads". "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

Chapter 16

PROGRAM INTEGRITY ADDENDUM

INTRODUCTION

The United States Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits that exceed their legal entitlement. The PHA is committed to assure that the proper level of benefits is paid to all tenants, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines the PHA's policies for the prevention, detection and investigation of program abuse and tenant fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the PHA undertake an inquiry or an audit of a tenant family arbitrarily. The PHA's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. The PHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor tenants' lease obligations for compliance, and when indicators of possible abuse come to the PHA's attention, to investigate such claims.

The PHA will initiate an investigation of a tenant family only in the event of one or more of the following circumstances:

1. Referrals, Complaints, or Tips. The PHA will follow up on referrals from other agencies, companies or persons that are received by mail, by telephone or in person, which allege that a tenant family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in an investigation file until claim could be substantiated.

2. Internal File Review. A follow-up will be made if PHA staff discovers (as a function of a recertification, an interim redetermination, or a quality control review), information or facts that conflict with previous file data, the PHA's knowledge of the family, or is discrepant with statements made by the family.
3. Verification or Documentation. A follow-up will be made if the PHA receives independent verification or documentation that conflicts with representations in the tenant file (such as public record information or credit bureau reports, reports from other agencies).

B. STEPS THE PHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and tenant families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant families.

1. Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the PHA's expectations for cooperation and compliance.
2. Pre-Lease Briefing. Mandatory orientation sessions will be conducted by the Site Manager for all prospective tenants either prior to or upon execution of the lease. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Policy Statement" to confirm that all rules and pertinent regulations were explained to them.
3. Resident Counseling. The PHA will routinely provide tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.
4. Review and Explanation of Forms. Staff will explain all required forms and review the contents of all certification/re-certification documents prior to signature.
5. Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.
6. Tenant Certification. All family representatives will be required to sign a "Tenant Certification" form, as contained in HUD's Tenant Integrity Program Manual.

C. STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The PHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

1. Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent re-certifications, each tenant file will be reviewed. Such reviews shall include, but are not limited to:
 - Changes in reported Social Security Numbers or dates of birth;
 - Authenticity of file Documents;
 - Ratio between reported income and expenditures; and,
 - Review of signatures for consistency with previously signed file documents.
2. Observation. The PHA Management and Occupancy Staff (to include maintenance personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.
3. Public Record Bulletins may be reviewed by Management and Staff.
4. State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.
5. Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization from the tenant) in the following circumstances:
 - a. At the time of final eligibility determination;
 - b. When an allegation is received by the PHA wherein unreported income sources are disclosed; and,
 - c. When a tenant's expenditures exceed his/her reported income and no plausible explanation is given.

D. THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The PHA staff will encourage all tenant families to report suspected abuse to the PHA Manager. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. They manager will not follow up on allegations which are vague or otherwise non-specific. The will only review allegations which contain one or more independently verifiable facts.

1. File Review. An internal file review will be conducted to determine:
 - a. If the subject of the allegation is a tenant of the PHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.
 - b. It will then be determined if the PHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.
2. Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the manager will initiate an investigation to determine if the allegation is true or false.

E. HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the PHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the PHA will secure the written authorization from the program participant for the release of information.

1. Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.
2. Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.
3. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported
4. Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review.
5. Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted
6. Public Records. If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter

registration, judgments, court or police records, state wage records, utility records and postal records.

7. Interviews with Head of Household or Family Members. The PHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHA office. The PHA Staff Person who conducts such interviews will maintain a high standard of courtesy and professionalism. Under no circumstances will the management tolerate inflammatory language, accusation, or any unprofessional conduct or language. If possible, an additional staff person will attend such interviews.

F. PLACEMENT OF DOCUMENTS. EVIDENCE AND STATEMENTS OBTAINED BY THE PHA

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product" and will either be kept in the tenant's file, or in a separate "work file". In either case, the tenant file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among PHA staff unless they are involved in the process, or have information that may assist in the investigation.

G. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

H. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

- The type violation. (Procedural, non-compliance, fraud.)
- Whether the violation was intentional or unintentional.
- What amount of money (if any) is owed by the resident.
- Is the family eligible for continued occupancy.

I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, the PHA will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-compliance

This category applies when the tenant "fails to" observe a procedure or requirement of the PHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:

- Failure to appear at a pre-scheduled appointment; and,
- Failure to return verification in time period specified by the PHA.

Warning Notice to the Family. In such cases a notice will be sent to the family that contains the following:

- a. A description of the non-compliance and the procedure, policy or obligation that was violated.
- b. The date by which the violation must be corrected, or the procedure complied with.
- c. The action that will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA.
- d. The consequences of repeated (similar) violations.

2. Procedural Non-compliance - Retroactive Rent

When the tenant owes money to the PHA for failure to report changes in income or assets, the PHA will issue a Notification of Underpaid Rent. This Notice will contain the following:

- A description of the violation and the date(s).
- Any amounts owed to the PHA.
- A 10-day response period.

The right to disagree and to request an informal hearing with instructions for the request of such hearing.

- a. Tenant Fails to Comply with PHA's Notice. If the Tenant fails to comply with the PHA's notice, and a material provision of the lease has been violated, the PHA will initiate termination of tenancy.
- b. Tenant Complies with PHA's Notice. When a tenant complies with the PHA's notice, the staff person responsible will meet with him/her to discuss

and explain the obligation or lease provision that was violated. The staff person will complete a Tenant Counseling Report, give one copy to the family and retain a copy in the tenant file.

3. Intentional Misrepresentations

When a tenant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the tenant, the PHA will evaluate whether or not:

- the tenant had knowledge that his/her actions were wrong; and,
- that the tenant willfully violated the lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certifications, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrong-doing.

The tenant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- a. An admission by the tenant of the misrepresentation.
- b. That the act was done repeatedly.
- c. If a false name or Social Security Number was used.
- d. If there were admissions to others of the illegal action or omission.
- e. That the tenant omitted material facts that were known to them (e.g. employment of self or other household member).
- f. That the tenant falsified, forged or altered documents.
- g. That the tenant uttered and certified to statements at a rent (re)determination which were later independently verified to be false.

4. The Tenant Conference for Serious Violations and Misrepresentations

When the PHA has established that material misrepresentation(s) have occurred, a Tenant Conference will be scheduled with the family representative and the PHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by the PHA. The purpose of such conference is to review the information and evidence obtained by the PHA with the tenant, and to provide the tenant an opportunity to explain any document findings which conflict with representations in the tenant file. The PHA will take any documents or mitigating circumstances presented by the tenant into consideration. The tenant will be given 10 days to furnish any mitigating evidence.

A secondary purpose of the Tenant Conference is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHA will consider:

- The duration of the violation and number of false statements;
- The tenant's ability to understand the rules;
- The tenant's willingness to cooperate, and to accept responsibility for his/her actions;
- The amount of money involved;
- The tenant's past history;
- Whether or not criminal intent has been established; and,
- The number of false statements.

5. Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, the PHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

- a. Criminal Prosecution: If the PHA has established criminal intent, and the case meets the criteria for prosecution, the PHA may refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.
- b. Administrative Remedies: The PHA may:
 - Terminate tenancy and demand payment of restitution in full; and,
 - Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with the PHA's repayment policy.

6. Notification to Tenant of Proposed Action

The PHA will notify the tenant of the proposed action no later than 10 days after the tenant conference by certified mail.

Chapter 17

OTHER MATTERS

A. LEAD-BASED PAINT NOTIFICATION AND RECORDS

1. Applicants

A notice of the dangers of lead-based paint poisoning and a notice of the advisability and availability of blood lead level screening for children under seven (7) years of age will be provided to every applicant family at the time of application.

2. Residents

a. Residents in any PHA-owned low-income public housing developments that were constructed prior to 1978 will be notified:

- (1) that the property was constructed prior to 1978;
- (2) that the property may contain lead-based paint;
- (3) of the hazards of lead-based paint;
- (4) of the symptoms and treatment of lead-based paint poisoning;
- (5) of the precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for elimination of such hazards); and
- (6) of the advisability and availability of blood lead level screening or children under seven (7) years of age.

b. Residents will be advised to notify the PHA if an elevated blood lead condition is identified, so that the PHA can initiate testing and abatement actions, if necessary, or relocate the residents to a lead-free dwelling unit.

3. Records

The PHA will maintain records that provide evidence that the resident and any purchaser of low-income housing developments constructed before 1978 has received the required notification. The signature portion of the notification form will be retained in the PHA's resident file for three (3) years after the resident vacates the dwelling unit.

B. UTILITY REIMBURSEMENT

Where applicable, the PHA will pay the resident a utility reimbursement, as defined in the PHA's Definition section of these policies.

C. PET OWNERSHIP

Pet ownership rules are the subject of a separate Chapter in this Admission and Occupancy Policy.

D. TRANSFERS

The dwelling lease requires the resident to transfer to a dwelling unit of appropriate size, based on family composition, upon appropriate notice by the PHA that such a dwelling unit is available. The PHA has a separate policy on the Transfers and Transfer Waiting List.

E. COLLECTION

The PHA dwelling lease contains the PHA's policies with respect to the amount of rental payments, the due date, and charges for late payment and returned checks.

F. TERMINATION OF LEASE

The dwelling lease contains the PHA's policy on the termination of the lease. The PHA maintains a Termination and Eviction policy for additional guidance.

G. GRIEVANCE PROCEDURES

The PHA maintains a Lease and Grievance Procedures policy that is incorporated by reference in the lease and is posted in the Management Office.

H. COMMUNITY SERVICE/SELF-SUFFICIENCY REQUIREMENTS

The PHA has a separate Community Service/Self-Sufficiency Policy

I. OCCUPANCY OF POLICE OFFICERS

The PHA reserves the right to place Police Officers who would not otherwise be eligible in the PHA's units, if it is determined that their presence would contribute to the safety of and security of residents. The number and location of units and a description of the terms and conditions for them to occupy units is identified in the PHA's annual plan.

J. A Fair Housing and Equal Opportunity poster that contains information on filing complaints with HUD will be prominently posted in the PHA office. Individuals who believe that they have been discriminated against with respect to housing may receive assistance from PHA staff in filing such complaints.

K. Preemption of Restrictions on Placement of Direct Broadcast Satellite, Multi-channel Multipoint Distribution Service and Television Broadcast Antennas

Under the Telecommunications Act of 1996 as amended effective January 1999 and October 25, 2000, the Federal Communications Commission (FCC) adopted the Over-The-Air Reception Devices Rule regarding restrictions on viewer's ability to receive video programming signals from direct broadcast satellites (DBS), multi-channel multipoint distribution (wireless cable) providers (MMDS) and television broadcast stations (TVBS). This rule prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. The rule applies to video antennas including direct-to-home satellite dishes that are less than one meter (39.37") in diameter (any size in Alaska), TV antennas and wireless cable antennas. The rule prohibits most restrictions that: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal.

The rule applies to acceptable size antennas placed on property that is rented (including public housing) on property which is in the tenant's exclusive use or control (i.e., balconies, patios, designated yard areas, etc.). Local governments and landlords may enforce restrictions that do not impair installation, use or maintenance of these antennas as well as restrictions needed for safety or historic preservation.

The PHA will not unreasonably restrict the installation of antennas by residents if:

- 1. The unit has a tenant use only area such as a balcony, patio or designated yard area for which they are solely responsible (mowing, watering, etc.).*
- 2. The installation will not block or restrict access or egress to or from the unit or otherwise violate health and safety codes.*
- 3. The installation does not result in damage to the unit (i.e., holes in walls or ceiling).*
- 4. The installation of an interior antenna does not damage the unit beyond normal wear and tear.*
- 5. The resident submits a request in writing asking to install an outside antenna. Inside antennas do not require approval in writing.*

6. *The resident agrees to restore any interior changes to original condition before vacating the unit. Otherwise, charges for repairs will apply.*

The PHA will not assess any fees designed to unreasonably restrict the tenant's right to install antennas as long as the tenant is in compliance with the limitations of this rule.

- L. This policy will be interpreted and applied in accordance with applicable federal statutes and HUD regulations and policy guidance. Any conflict between the language of this policy and such federal statutes and/or regulations will be resolved in accord with federal law and policy. *Additionally, since the provisions of this plan are based on local, state and federal law and regulation, the policy will be deemed automatically revised should any of those laws or regulations change. To the extent that the change is mandatory (allowing no PHA discretion), the text of this policy will be revised without requirement for administrative processing. By approving this provision, the Board of Commissioners understands that they are approving future automatic revisions responding to mandatory changes.*

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NOTICE

The Nelrod Company has made its best efforts to comply with regulations, laws, and Federal/local policies. The Nelrod Company does not offer advice on legal matters or render legal opinions. We recommend that this policy be reviewed by the Housing Authority's general counsel and/or attorney prior to approval by the Board of Commissioners.

The Nelrod Company is not responsible for any changes made to these policies by any party other than The Nelrod Company.

**Part I: Public Housing Residential Lease Agreement
Terms and Conditions**

This Lease Agreement (called the Lease) is between the Housing Authority of the City of Abilene, (called PHA) and Tenant named in Part II of this Lease (called Tenant). [966.4(a)]

I. Description of Parties and Dwelling Units: [966.4(a)]

- (a) PHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called Dwelling Unit) described in Part II of the Lease Agreement, subject to the terms and conditions contained in this Lease. [966.4(a)]
- (b) Dwelling unit must be the sole private residence of the Tenant and the family members named on Part II of the Lease. Only Tenant and his/her household members identified in Part II of the Lease may occupy the unit. [966.4(d)(1&2)]
- (c) Any additions to the household members named on the Lease, including Live-in Aides and foster children/adults, but excluding natural births, adoptions, and court awarded custody, require the advance written approval of the PHA. Such approval will be granted only if the new family members pass PHA screening criteria and a unit of appropriate size is available. Permission to add Live-in Aides and foster children/adults shall not be unreasonably refused. [966.4 (a)(2)&(d) (3)(i)]

Tenant agrees to wait for PHA approval before allowing additional persons to move into to dwelling unit. Failure on the part of the Tenant to comply with this provision is a serious violation of the material terms of the lease, and the PHA may terminate the lease in accordance with Section XVII. [966.4 (f)(3)]

- (d) Tenant shall report any deletions of the household members named on Part II of the Lease to the PHA in writing, within ten (10) calendar days of the occurrence. [966.4(c)(1)&(2)&(f)(3)] Tenant shall date and initial Part II of the Lease whenever a household member moves into or out of the dwelling unit.

II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically renew for successive terms of one (1) calendar year. [966.4(a)(1)] The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the PHA in accordance with Section VII herein. [966.4(c)] The amount of Total Tenant Payment and Tenant Rent shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with PHA's Admissions and Occupancy Policy. [966.4(c)]
- (b) Rent is due and payable in advance on the first day of each month and shall be considered delinquent after the fifth (5th) calendar day of the month. Rent may include utilities as described in Section VI below and includes all maintenance services due to normal wear and tear. [966.4 (e)(1&3)] When PHA makes any change in the amount of Total Tenant Payment or Tenant Rent, PHA shall give written notice to Tenant. The notice shall state the new amount and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedures. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the PHA. If Tenant asks for an explanation, the PHA shall respond in a reasonable time. [966.4 (c)(4)]

III. Other Charges: In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include: [966.4(b)(2)]

- (a) **Maintenance Costs**—The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear caused by Tenant, household members or guests. When PHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the PHA or (for work not listed on the Schedule of Maintenance

with the written approval of PHA. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, where PHA supplies electricity. Excess utility charges are due fourteen (14) days after receipt of notice from PHA. Failure to pay charges on due date shall be considered a serious violation of the terms of the lease and shall be grounds for termination of the Lease.

- (b) **Tenant-paid Utilities**—If Tenant resides in a development where PHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, a Utility Allowance shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the Utility Supplier. The Total Tenant Payment less the Allowance for utilities equals Tenant Rent. If the Allowance for Utilities exceeds Total Tenant Payment, PHA will pay a Utility Reimbursement each month. [966.473(c)] If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is less than the Allowance, Tenant shall receive the benefit of such savings.

Tenant agrees to maintain natural gas and electrical services in the dwelling unit at all times. Failure to maintain electrical or natural gas services for more than twenty-four (24) hours shall be considered a serious violation of the terms of the lease and shall be grounds for termination of the Lease.

- (c) Tenant agrees not to waste utilities provided by the PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels or restrictions of specific appliances. [966.4(f)(8)]
- (d) Illegal tampering with utility metering devices shall be considered a violation and grounds for termination of this Lease.
- (e) All utility deposits shall be in the name of the Head of the Household or other adult household member who has signed the Lease.
- (f) Tenant agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason the Tenant is unable to maintain sufficient heat, he/she shall immediately notify the PHA. Failure to notify the PHA of frozen or damaged water pipes is grounds for termination of this Lease pursuant to Section XVII.

VII. Terms and Conditions:

Use and Occupancy of the Dwelling Unit—Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on Part II of this Lease Agreement. With the prior written consent of the PHA, members of the household may engage in legal profitmaking activities in the dwelling unit, where the PHA determines that such activities are incidental to the primary use of the dwelling unit. [966.4(d)(1&2)] Reasonable accommodation of the Tenant's guests or visitors for a period not to exceed fourteen (14) days per year is permitted. Permission may be granted, upon written request to the Manager, for an extension of this provision. [966.4(d)(1)]

- (a) **Ability to Comply with Lease Terms**—If during the term of this Lease, Tenant by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and PHA cannot make any reasonable accommodation that would enable Tenant to comply with the Lease then; PHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, PHA will work with appropriate agencies to secure suitable housing and will terminate the lease. [8.3] At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with the Lease terms.
- (b) **Redetermination of Rent, Dwelling Size, and Eligibility**—The rent amount as fixed in Part II of this Lease Agreement is due each month until changed as described below:
 - 1. **Scheduled Reexaminations**
 - a. The PHA will conduct a reexamination of income and deductions at least once every three years of families who have opted to pay flat rent. The PHA will reexamine family composition annually of families paying flat rent.

- (d) All changes in family composition must be reported to the Manager within ten (10) calendar days of the occurrence. Failure to report within this timeframe may result in a retroactive rent charge. [966.4(c)(2)] This Lease will not be revised to permit adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of the Tenant and it does not result in overcrowding the unit Tenant is currently occupying.
- (e) Rent Adjustments—Tenant will be notified in writing of any rent adjustment due to the situations described above; all notices will state the effective date of the rent adjustment.
 - 1. In the case of rent decrease, the adjustment will become effective the first (1st) day of the month following the date the Tenant reported the change.
 - 2. In the case of rent increase, when an increase in income occurs after a prior rent reduction, and is reported within ten (10) calendar days of the occurrence, the increase will become effective the first day of the second (2nd) month following the month in which the change was reported.
 - 3. In the case of rent increase due to misrepresentation, failure to report a change in family composition or increase in income (after a reduction in rent per the fixed rent policy), the increase in rent will be retroactive to the 1st of the month following the month in which the change occurred.
- (f) Zero Rent or Provisional Rent—If a Tenant is placed on zero rent or provisional rent, the Tenant must report in person to the PHA every thirty (30) calendar days until a regular income is established. Failure to report to the PHA in person every thirty (30) calendar days as required shall be considered grounds for termination of this Lease.
- (g) Minimum Rent—The PHA has established a minimum rent of Fifty Dollars (\$50.00). The minimum rent is subject to the following:
 - 1. The PHA shall immediately suspend the minimum monthly rent of any Tenant making a proper request in writing and who is unable to pay because of financial hardship, which shall include:
 - a. Loss of eligibility for or awaiting an eligibility determination for a federal, state or local assistance program. This includes a family with a member who is an alien lawfully admitted for permanent residence under the Immigration and Naturalization Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
 - b. The Tenant would be evicted as a result of the implementation of the minimum rent;
 - c. The income of the Tenant has decreased because of changed circumstance, including loss of employment;
 - d. A death in the family has occurred which affects the Tenant's circumstances;
 - e. Other circumstances which shall be decided by the PHA on a case-by-case basis.
 - 2. All of the above must be proven by the Tenant providing verifiable information in writing to the PHA prior to the rent becoming delinquent and before the Lease is terminated by the PHA.
 - 3. If a Tenant requests a hardship exemption (prior to the rent becoming delinquent) under this section, and the PHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during the ninety (90) day suspension period beginning on the date of the written request for exemption by the Tenant. A Tenant shall not be evicted during the suspension period for non-payment of rent. In such a case, if the Tenant thereafter demonstrates that the financial hardship circumstance is long-term and ongoing, the PHA shall retroactively exempt the Tenant from the minimum rent requirement for the ninety (90) day suspension period.
 - 4. This section does not prohibit the PHA from taking eviction action for other Lease violations unrelated to financial hardship.
- (h) Transfers—[966.4(c)(3)]
 - 1. Tenant agrees that if the PHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, PHA shall send Tenant written notice. Tenant further agrees to

VIII. PHA Obligations: PHA shall be obligated:

- (a) To maintain the dwelling units, project, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition. [966.4(e)(4)]
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety. [966.4(e)(2)]
- (c) To make necessary repairs to the dwelling unit. [966.4(e)(3)]
- (d) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances, including elevators supplied or required to be supplied with PHA. [966.4(e)(5)]
- (e) To provide and maintain appropriate receptacles and facilities (except Tenant's household container[s]) for the deposit of garbage, rubbish, and other waste to be removed from the premises. [966.4(e)(6)]
- (f) To supply running water, reasonable amounts of hot water, and reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required to be equipped for that purpose or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by direct utility connection. [966.4(e)(7)]
- (g) To inspect the dwelling unit with the Tenant or his/her representatives before the Tenant moves in and to give the Tenant a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit. Both the PHA and the Tenant shall sign the inspection form, and the PHA shall retain a copy in the Tenant's file.
- (h) To inspect the dwelling unit when the Tenant moves out and give the Tenant a written description and itemized statement of any charges to be made for repairs. The Tenant may join in this inspection.
- (i) To enforce the terms of this agreement fairly, impartially, and in good faith and not to discriminate against any tenant in the provision of services, or in any manner, on the basis of race, color, creed, religion, sex, national origin, familial status or disability.
- (j) To post in the Management Office copies of all rules, regulations, schedules of charges, negative consequences, grievance procedure and other documents and policies which are part of this agreement (by attachment or by reference) and to make these available to the Tenant at his/her expense.
- (k) 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.
- (l) 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 a non-disabled person to use and participate in those procedures.

IX. Tenant Obligations: Tenant shall be obligated:

- (a) To use the dwelling as their primary and only private residence for himself/herself and members of the Tenant's family as listed in Part II of this Lease Agreement and not to use or permit the use of the dwelling for any other purpose. [966.4 (f)(3)] This provision does not exclude the care of foster children/adults or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to PHA's Occupancy Standards, and so long as PHA has granted prior written approval for the foster child(ren) or live-in aide to reside in the unit. [966.4 (d)(3)(i)]
- (b) Not to assign the Lease, nor sublease the dwelling unit. [966.4 (f)(1)]
- (c) Not to give accommodation to boarders or lodgers. [966.4 f(2)]
- (d) Not to give accommodation to long-term guests (in excess of time specified in Section VII[a]) without the advance written consent of PHA.

- (p) To act in a cooperative manner with neighbors and PHA staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and PHA staff.
- (q) To abide by the PHA's restrictions on weapons. It shall be considered a prohibited activity, a material breach of a Tenant's Lease Obligation, and grounds for termination of this Lease, for any Tenant or anyone in the dwelling unit with the Tenant's consent to do any of the following upon PHA property:
 1. To intentionally, knowingly, or recklessly carry on or about his person a deadly weapon, including air rifles and pellet guns;
 2. To display a deadly weapon in connection with a verbal or non-verbal threat of bodily harm;
 3. To shoot, fire, explode, throw, or otherwise discharge a deadly weapon;
 4. To inflict any injury upon another person through the intentional use of a deadly weapon;
 5. To inflict any injury upon another person through the reckless, careless, or negligent use of a deadly weapon;
 6. To damage any property through the intentional, reckless, careless, or negligent use of a deadly weapon.

A deadly weapon means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury, or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury. A deadly weapon shall include, but not be limited to, a club, explosive weapon, firearm, knife or knuckles as those terms are defined by the local State Penal Code.

- (r) - Not to commit any of the following criminal activities either on or off PHA property:
 1. Any crime of physical violence to persons or property.
 2. Illegal use, sale, or distribution of narcotics, or other drug-related criminal activity.

It shall be considered a material breach of a Tenant's lease obligation and grounds for termination of the Lease for Tenant or anyone in Tenant's household to commit the above criminal acts either on or off the premises.

- (s) To refrain from alcohol abuse-related behavior or activities that interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants. Alcohol-related behavior or activities shall be considered a violation of the Lease and grounds for termination of the Lease.
- (t) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials on the premises.
- (u) To avoid obstructing sidewalks, arcways, galleries, passages, elevators, stairways, and to avoid using these for purposes other than going into and out of the dwelling unit.
- (v) To install window A/C units in accordance with the PHA's installation criteria and only after receipt of written approval of the installation by the PHA.
- (w) To seek written approval from the PHA before installing any type of outside satellite dish or similar antenna. Such approval will not be unreasonably withheld unless such installation would endanger the health or safety of the household or other residences in the immediate vicinity (i.e. blocking any area which provides a means of leaving the unit or building in case of an emergency.)
- (x) To refrain from placing signs of any type in or about the dwelling unit except those allowed under applicable zoning ordinances and then only after having received written permission of PHA.
- (y) To abide by the PHA's Pet Policy. Tenant will not keep pets such as dogs, cats, or other animals anywhere in the complex, unless the pet has been registered with and approved by the PHA, and the family has executed a formal pet ownership agreement that becomes an attachment to this Lease, by reference. Tenants who are disabled and have a qualified "service animal" shall be exempt from the Pet Deposit and are exempt from the size, weight and type restrictions as listed in the PHA's Pet Ownership Policy. However, they are not exempt from the other requirements of the policy. Failure to

the planned entry into the dwelling unit. Tenant is deemed to have received proper notice when such document is posted to Tenant's front door. Notwithstanding the foregoing, the PHA need not give notice to enter the dwelling unit if Tenant requests the PHA's entry, if there is a reasonable cause to believe an emergency exists, or if the PHA is posting an eviction notice on the inside of the main entry door to the dwelling unit. A request for repairs shall constitute Tenant authorization for the PHA to enter the dwelling unit. If the Tenant and all adult household members are out of the dwelling unit at the time of entry, the PHA shall leave a written statement giving a date, time and purpose of such entry. .

- (mm) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- (nn) Not to commit any fraud in connection with this housing assistance program.
- (oo) To comply with the Community Service Requirement as described in the PHA's Community Service Policy. Tenant and other family members who are not actively employed and who are eighteen (18) years of age or older agree that any non-exempt adult family member must on a monthly basis contribute eight (8) hours of community service or participate in a self-sufficiency program for eight (8) hours. Community Service hours must be performed monthly and shall not be delayed beyond each month. Non-compliance with this requirement will result in this Lease not being renewed, subject to the Tenant/family member's right to request a hearing under the PHA's Grievance Procedures.
- (pp) To explain these rules to all household members and guests and to be responsible for preventing their violation of any of these rules.
- (qq) To not permit any former PHA resident who has been evicted to occupy the Tenant's dwelling unit for any period of time.
- (rr) To acknowledge that Texas Education Code, Section 25.085 requires that, unless specifically exempted, children who are at least six (6) years of age and have previously been enrolled in first grade, and who have not reached the age of eighteen (18) years, shall attend school. Compulsory school attendance is also required of a child who has been enrolled in pre-kindergarten or kindergarten.
- (ss) To not change the entrance locks to the dwelling unit without the PHA's consent. Further, if Tenant adds additional locks to the dwelling unit, Tenant shall provide the PHA with a duplicate copy of the keys to the lock(s).

X. Defects Hazardous to Life, Health or Safety: The following provisions apply in the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants: [966.4(h)]

(a) PHA Responsibilities:

1. PHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members or guests, the reasonable costs for repairs shall be charged to the Tenant.
2. PHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. PHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition. Tenant cause of the hazardous situation shall be grounds for termination of the Lease. [966.4(h)(4)]
3. In the event the PHA, as described above, cannot make repairs and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value of the dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. [966.4(h)(4)]
4. If PHA determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of the Tenant and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to the Tenant.

(b) Tenant Responsibilities:

3. The sale shall be to the highest cash bidder; proceeds shall first be credited to cost of the sale and then to any indebtedness. Any surplus shall be mailed to the Tenant at his/her forwarding or last known address.
 4. Tenant may reclaim their possessions at any time prior to the sale.
- (d) Nothing under this Section shall limit the PHA's right to immediately dispose of trash or other property appearing to have no value.

XV. Notices

- (a) The PHA shall notify the Tenant of the specific grounds for any proposed adverse action by the PHA.
- (b) The PHA shall notify the Tenant of the opportunity for a hearing under the PHA's Grievance Procedures for a grievance concerning a proposed adverse action except for:
 1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
 2. Any violent or drug-related criminal activity on or off such premises; or
 3. Any criminal activity that resulted in felony conviction of a household member.

In the above three cases, the Tenant shall not be entitled to a grievance hearing.
- (c) The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination/demand for possession, a "notice of lease termination/demand for possession" shall constitute adequate notice of proposed adverse action.
- (d) In the case of a proposed adverse action other than a lease termination/demand for possession, the PHA shall not take a proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed. [966.4(e)(8)]

XVI. Notice Procedures

- (a) Tenant Responsibility—Any notice to PHA must be in writing, delivered to the Management Office at 4398 North 7th Street, Abilene, Texas 79603 or sent by first-class mail, to 4398 North 7th Street, Abilene, Texas 79603. [966.4(k)(1)(ii)]
- (b) PHA Responsibility—Notice to Tenant must be in writing, delivered to the Tenant or to any adult household member, or sent by first-class mail addressed to Tenant. [966.4(k)(1)(i)]
- (c) Unopened, cancelled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d) If Tenant is visually impaired, all notices will be in accessible format. [966.4(k)(2)]

XVII. Default and Termination of the Lease.

- (a) If the Tenant violates any term or obligation under this lease, or has misrepresented any material fact to the PHA, then the PHA shall have the right, at its option, to pursue any of the following remedies:
 1. Civil suit for collection of any amount that may be owed to the PHA in the form of rent, utility charges, or for damage to its property;
 2. Subject to the provisions of this section, terminate this Lease and evict the Tenant and all members of the household;
 3. Seek criminal prosecution, if appropriate;
 4. Refer the Tenant to a collection agency for collection of any amount due and not paid;
 5. Report any amount due by the Tenant to the PHA to a credit bureau;
 6. Recommend administrative sanctions by HUD;

- Any criminal activity by a Tenant, a member of Tenant's household, a guest or any other person under Tenant's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on PHA's premises).
 - Any criminal activity by a Tenant, a member of Tenant's household, a guest or any other person under Tenant's control that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.
 - If a Tenant is fleeing to avoid prosecution, or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which Tenant flees, or that, in the case of the State of New Jersey, is a high misdemeanor.
 - If a Tenant is violating a condition of probation or parole imposed under federal or state law.
 - If the PHA determines that Tenant and/or another member of Tenant's household's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents
 - If the PHA determines that Tenant or any member of Tenant's household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
 - If the PHA determines that the Tenant or any member of Tenant's household furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
 - If the PHA determines that the Tenant or any member of Tenant's household is subject to a lifetime registration requirement under a State Sex Offender Registration Program.
 - If the PHA determines that the Tenant or any member of Tenant's household is convicted of a felony during the term of this Lease.
- (d) In deciding to evict for criminal activity, the PHA shall have the discretion to consider all circumstances of the case, including seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the PHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside nor visit the dwelling unit. The PHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4(I)(5)].
- (e) For purposes of this lease, the term "drug" means a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802); and the term "drug-related criminal activity" refers to the illegal manufacture, sell, distribution or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug; and the term "criminal activity" means any conduct prohibited by the Texas Penal Code or the United States for which a criminal penalty is prescribed by law.
- (f) The PHA may terminate this lease and evict the Tenant by judicial action for criminal activity if the PHA determines that the covered person has engaged in criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for criminal conviction. Rather, the standard of proof required by the Civil Court hearing the eviction case (i.e. preponderance of the evidence) shall apply.
- (g) PHA shall give written notice of the proposed termination of the Lease of:
1. Fourteen (14) days in the case of failure to pay rent.

- (m) Tenant may terminate this Lease at any time by giving fifteen (15) calendar days written notice properly addressed and delivered to the PHA.

XVIII. Modification of the Lease

- (a) This Lease and all policies, rules, and charges which are a part of this lease by attachment or by reference may be modified from time to time by the PHA, provided the PHA gives at least a thirty (30) calendar day written notice to Tenants, setting forth the opportunity to present written comment which shall be taken into consideration by the PHA prior to the proposed modification becoming effective. A copy of such notice shall be either delivered or mailed to each Tenant or posted in at least three (3) conspicuous places within each structure or building, as well as the Management Office, or if none, the Central Office of the PHA.
- (b) This Lease together with any future adjustment of rent or dwelling unit evidences the entire agreement between the PHA and the Tenant. No changes herein shall be made except those in writing, and signed and dated by both parties, except for Section VII Terms and Conditions. However, nothing shall preclude the PHA from modifying this Lease to take into account revised provisions of law or government actions.

XIX. Accommodation of Persons with Disabilities

A person with disabilities shall for all purposes under this lease be provided reasonable accommodation to the extent necessary to provide such person with an opportunity to use and occupy the unit in a manner equal to that of a person who is not disabled. This paragraph shall constitute notice, as required by 24 C.F.R. Section. 966.7(b), that the Tenant may at any time during the term or any renewal hereof request reasonable accommodation of a household member with a disability, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

XX. Solicitation, Trespassing, and Exclusion of Non-Residents

The PHA is committed to providing a decent, safe and sanitary environment throughout the PHA's property. The Tenant agrees to the PHA's reservation of the following rights to aid in providing such an environment:

- (a) The Tenant delegates to the PHA the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on PHA property by non-Tenants of the PHA, unless the express written permission of the PHA is properly obtained in advance and in accordance with any applicable policies and/or procedures of the PHA. The PHA shall exercise this right to the extent allowable by all applicable laws and/or regulations.
- (b) The PHA reserves the right, to be exercised by its employees and authorized agents, to exclude non-residents, including but not limited to, guests who: (1) conduct themselves in a manner to disturb the residents' peaceful enjoyment of their dwellings, community facilities, common areas or other locations within the PHA's property; (2) engage in illegal or other activity which would impair the physical and social environment of the PHA premises; (3) engage in any activity that threatens the health, safety, or peaceful enjoyment of the PHA premises by residents of the PHA, employees of the PHA, or other persons lawfully on the premises; and (4) threatens personal or PHA property.

XXI. Waiver

No delay or failure by PHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

TENANT AGREES THAT ALL PROVISIONS OF THIS LEASE AGREEMENT HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THIS LEASE AGREEMENT.)

ADDENDUM TO LEASE
Lead-Based Paint Requirements

The family acknowledges that they have received, and the PHA has explained the information contained in the Lead Hazard Information Pamphlet even though there may not be any children in the family.

I have received a copy of the Lead Hazard Information Pamphlet. Yes _____ No _____

Signature of Head of Household

Date

HUD has passed the HUD Safe Housing Rule that addresses conditions that can cause lead-based paint hazards for children and residents (as well as workers) in public housing and other federally assisted housing. The PHA has evaluated its units for lead-based paint and lead-based paint hazards and has or anticipates controlling or eliminating (abated) those hazards.

If the PHA identifies a lead-based paint hazard affecting any tenant, the tenant will be immediately notified that the PHA will protect them and their belongings from these hazards. Residents will not be allowed to enter any work-site where reduction activities are in progress until clearance is achieved. In some cases, the PHA may be required to temporarily relocate the family to a suitable unit or other temporary location before work starts. The PHA will bear the expense of such relocation.

The family acknowledges that the PHA has discussed the matter of Lead-Based Paint Hazards with them and advised them of the current status of abatement or correction of any hazards that have been identified. The PHA has also discussed the procedures to follow if any child is identified as having symptoms of an elevated lead blood level.

I acknowledge that Lead-Based Paint Hazards and Elevated Lead Blood Level Procedures have been discussed with me.

Signature of Head of Household

Date

**TRANSFERS AND TRANSFER WAITING LIST
FOR THE
HOUSING AUTHORITY OF THE
CITY OF ABILENE, TEXAS**

Adopted by Board of Commissioners

Resolution No.: _____

Date of Adoption: _____

TRANSFERS AND TRANSFER WAITING LIST

Transfer means the movement of a resident from one dwelling unit to another. The PHA may require a resident to move, permit a resident to move, or physically help a resident to move, depending on the circumstances in each particular case. ***This policy is incorporated into the Admissions and Continued Occupancy policy by reference*** The Housing Authority of the City of Abilene's (herein referred to as PHA) policies and procedures for transferring residents from one dwelling unit to another are as follows.

A. Non-discrimination

The PHA will not discriminate against any person at any stage of the transfer process because of race, color, religion, sex, age, creed, disability, familial status, or national origin. The PHA will abide by the non-discrimination requirements of the following laws and Executive Orders. (24 CFR 960.203)

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d), which prohibits discrimination based on race, color, or national origin in programs receiving Federal financial assistance. (24 CFR part 1)
2. The Fair Housing Act of 1988 (42 U.S.C. 3601-3619), also prohibits discrimination in housing practices based on disability in residential real estate-related transactions. (24 CFR parts 100, 108, 109, & 110)
3. Executive Order 11063 on Equal Opportunity Housing. (24 CFR part 107)
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination based on disability in programs receiving federal financial assistance. (24 CFR part 8)
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), which prohibits discrimination based on age in programs receiving Federal financial assistance. (24 CFR part 146)
6. ***Title II of the*** Americans with Disabilities Act (42 U.S.C. 12101-12213) to the extent possible.

B. Types of Transfers

1. This policy sets forth several categories of transfers. Priority for transfer and the order in which families are transferred shall be subject to the hierarchy by category set forth below.

- a. Emergency transfers are mandatory when the unit or building conditions pose an immediate threat to resident life, health or safety, as determined by PHA. *Any condition requiring an emergency work order may be defined as an emergency if repairs cannot be made within 24 hours.* Emergency transfers within sites or between sites may be made to:

- Permit repair of unit defects hazardous to life, health, or safety;
- Alleviate verified medical problems of a life threatening nature; or
- Protect members of the household from attack by the criminal element in a particular property or neighborhood, based on threat assessment by a law enforcement agency.

These transfers shall take priority over new admissions.

- b. Category 1- Administrative Transfers include mandatory transfers to remove to safety residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency):

- Provide housing options to residents who are victims of hate crimes or extreme harassment;
- Alleviate verified medical problems of a serious nature;
- Permit modernization of units;
- Permit a family that requires a unit with accessible features to occupy such a unit.

These transfers shall take priority over new admissions.

Requests for medical transfers will be made to the manager. The Resident shall provide the manager with the necessary documentation to substantiate the need for a medical transfer. The PHA may also offer medical transfers. (e.g., moving a person with mobility problems to a unit with accessible features).

- c. Category 2 Administrative Transfers. Transfers within sites or between sites may be made to:

Transfers and Transfer Waiting List Policy

- Correct occupancy standards (mandatory: over or under the PHA's standards);
- Offer incentive transfers (voluntary) as described below.

These transfers will take priority over new admissions.

Category 2 transfers to correct occupancy standards will only be made if the family size is smaller than the PHA's minimum-number-of-persons-per-unit standard for the household or larger than the maximum-number-of-persons-per-unit standard for the unit the family is occupying. These transfers are mandatory.

If a family's size is between the minimum and maximum occupancy limits for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

- d. Category 3 Administrative Transfers. Mandatory transfers within sites or between sites may be made to:

- Correct and avoid concentration of the most economically and socially deprived families;
- Correct occupancy standards (voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms);
- Address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

These transfers will not take priority over new admissions.

2. Whenever feasible, transfers will be made within a resident's area.

C. Processing Transfers

1. The Occupancy Division will administer a centralized transfer waiting list. Managers are responsible for submitting requests for transfers including necessary documentation, to the central transfer administrator.
2. The central transfer administrator will sort requests for transfer into categories.

Admissions will be made in the following order:

- First emergency transfers; then
- Category I Administrative Transfers; then
- Category 2 Administrative Transfers; and finally
- Applicants.

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.

3. Category 2 transfers to correct occupancy standards may be recommended at the time of re-examination or interim redetermination. This is the only method used to determine over/under housed status.
4. Residents in a Category 2 over/under housed status will be advised in their thirty (30) day "Notice of Result of Reexamination" that a transfer is recommended and that the family has been placed on the transfer list.

Interviewers will record transfer recommendations in duplicate for each manager affected by the transfer.

5. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the maximum-persons-per-unit standard) to accommodate the number of persons now in the household. (Other than for births that occur during tenancy, PHA's prior approval of additions to the household is required.)
6. Split-family transfers will be processed as Category 2 administrative transfers. Families that split into two "new" households will be transferred to two different units or a portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered in order to minimize the impact on vacant units.
7. Category 3 transfers will only be processed after all other transfers have been accomplished.

D. Good Record Requirement for Transfers

1. In general, and in all cases of resident-requested transfers, residents will be considered for transfers only if they:
 - a. have not engaged in criminal activity that threatens the health and safety of residents and staff;
 - b. do not owe back rent or other charges, or evidence a pattern of late payment; and
 - c. meet reasonable housekeeping standards and have no housekeeping lease violations.
2. Exceptions to the good record requirements will be made for emergency transfers and to provide accessible housing or when it is to the PHA's advantage (e.g. a single person is living alone in a three-bedroom unit and does not want to move) to move forward with the transfer. The determination to make an exception to the good record requirement will be made by the central transfer administrator with recommendation by the Manager.

Absent a determination of exception the following policy applies to transfers:

- a. If back rent is owed the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid-in-full.
- b. A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

E. Incentive Transfers

1. Incentive transfers are offered to residents without regard to their race, color, national origin, religion, sex, disability, or familial status, who have good rental histories and want to move to units other than those they currently occupy.
 - a. Incentive Transfers - The PHA will occupy recently modernized and scattered site units through incentive transfers. No applicants shall be admitted directly to scattered site units. Depending on the

PHA's vacant unit status, modernized units will be filled with incentive transfers, new applicants, or a combination of both. The PHA reserves the right to fill modernization units in a manner that has the least impact on vacant units.

- b. Resident requests for incentive transfers should be made to the Housing Manager. Managers may also recommend a resident for an incentive transfer. In order for a resident to be considered for an incentive transfer the following conditions must be met:

- (1) Residency in a PHA development for at least three (3) years;
- (2) No repayment agreement or unpaid balance at any time in the past two (2) years;
- (3) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file;
- (4) Good housekeeping record.

2. Incentive Transfers are Category 2 administrative transfers. Scattered site incentive transfers will take precedence over new admissions and modernization incentive transfers may take precedence over new admissions.

3. No exceptions will be granted to the good record requirement for incentive transfers.

F. Cost of Transfers

The PHA will pay the reasonable cost of transfers initiated by the PHA due to demolition, disposition, revitalization, or rehabilitation; transfers required because of building system failure or other emergency condition the PHA is unable to repair in a timely manner; and transfers required as a reasonable accommodation for residents with disabilities. Resident will bear the cost for transfers due to change in family composition, moving to a non-accessible unit (when accessibility features are not required by the family,) however, where there is a hardship the manager may recommend that families be reimbursed their out-of-pocket expenses.

G. Notice of Transfer

Resident families that are to be transferred will be given a thirty (30)-day notice, said time period to commence at the approximate time of delivery of the Notice of Transfer. The notices shall be: (1) hand-delivered, and (2) mailed, both prepaid first-class mail and certified mail.

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Updated Sept 4 2003.wpd

NOTICE

The Nelrod Company has made its best efforts to comply with regulations, laws, and Federal/local policies. The Nelrod Company does not offer advice on legal matters or render legal opinions. We recommend that this policy be reviewed by the Housing Authority's general counsel and/or attorney prior to approval by the Board of Commissioners.

The Nelrod Company is not responsible for any changes made to these policies by any party other than The Nelrod Company.

