

Chapter 8

TRANSFER POLICY

INTRODUCTION

It is the policy of the PHA to permit a resident to transfer within or between housing developments; when a life threatening emergency exists, to accommodate the needs of the disabled/elderly or a serious medical necessity, and to comply with occupancy standards, when it will help accomplish the Affirmative Housing goals of the PHA, to comply with Family Self-Sufficiency Program requirements, and to accommodate other valid and certifiable reasons. The PHA will not grant a transfer request solely due to community issues.

A. GENERAL TRANSFER POLICIES

It is the PHA's policy that transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred, at their request, to accommodate a disability. 24 CFR 100.5

Residents may be transferred for valid and certifiable reasons. Residents must have occupied their unit for at least twelve (12) months to be eligible to receive a transfer, excluding transfers for a reasonable accommodation or a life threatening emergency. In order to be determined eligible to receive a transfer, residents applying for a transfer will have to complete a transfer request form stating the reason a transfer is being requested. Any pertinent documentation must accompany the request. The Property Manager will evaluate the request to determine if a request meets the transfer policy requirements. The family will be sent a letter stating whether the request was approved or denied. If the request is denied the family will be sent a letter stating the reason for denial, and offering the family an opportunity to request an informal conference with the Property Manager.

Residents will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship on the resident or under undesirable conditions as determined by the Property Manager.

Langley Village Apartments has been designated as housing for elderly only, or when necessary, near-elderly families. Transfer of non-elderly residents to Langley Village Apartments is no longer an available option.

If a family is transferred due to an emergency such as fire, flood, storm or other circumstances, the PHA will make every effort to offer the family an appropriate size unit as described in the Occupancy Policy. The new unit, even one in a different location, is to be considered permanent housing. The family will not be returned to the old unit upon completion of repairs, unless extenuating circumstances exist.

Except where reasonable accommodation is being requested or a life threatening emergency exists, the PHA will only consider transfer requests from residents that meet the

following requirements:

Have occupied their unit for at least twelve (12) months

Have not engaged in criminal activity that threatens the health and safety of residents and staff

Owe no back rent or other charges, or have a pattern of late payment

Have no housekeeping lease violations or history of damaging property

If the family does not meet these requirements, the request for transfer will be denied.

Transfers will be avoided if the resident's lease has been terminated for a serious violation which has not been resolved. Exceptions will be made for reasonable accommodation requests and/or emergency transfers when the unit or building conditions pose an immediate threat to the resident's life, health or safety, as determined by the PHA, or by other agencies.

B. TRANSFER REQUEST PROCEDURE

Residents may be transferred for valid and certifiable reasons. In order to be determined eligible to receive a transfer, residents applying for a transfer will have to complete a transfer request form stating the reason a transfer is being requested. Any pertinent documentation must accompany the request.

The Property Manager will evaluate the request to determine if a request meets the transfer policy requirements. If necessary, residents applying for a transfer will be interviewed by the Property Manager to determine the reason for the request and to determine whether a transfer is justified.

If the interview reveals that there is a problem at the family's present site, the Property Manager will address the problem and, until solved to the manager's satisfaction, the request for transfer will be denied. The PHA will not grant a transfer request solely due to community issues.

The family will be sent a letter stating whether their name will be placed on the transfer waiting list pending approval. A pre-transfer inspection must be completed before final approval. If the request is approved, the family will be sent a letter stating that their name has been placed on the transfer list for the location and/or bedroom size desired. The resident will be informed of the transfer and security deposit procedures.

If the request is denied the family will be sent a letter stating the reason for denial, and offering the family an opportunity to request an informal conference with the Property Manager.

The Property Manager's endorsement will be completed and the original of the Request for Transfer form will be maintained at the housing office.

Mandatory transfers due to occupancy standards will be maintained on the transfer list in a manner that allows the PHA to easily distinguish between those that are not mandatory.

The PHA will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across the properties.

C. CATEGORIES AND PRIORITY ORDER OF TRANSFER LIST

The transfer waiting list will be maintained in rank order according to the following priorities:

1. Priority One Transfers: Life Threatening/Emergency - mandatory when the unit or building conditions pose an immediate verifiable threat to the resident's life, health or safety that cannot be repaired or abated within 24 hours, as determined by the PHA, or by other agencies. Priority One Transfers take precedence over new admissions and all other approved transfer requests. Emergency transfers within sites or between sites may be made to:

Permit repair of unit defects hazardous to life, health or safety;

2. Priority Two Transfers: Reasonable Accommodation for Persons with Disabilities - take precedence over new admissions and all other approved transfer requests, with the exception of Priority One. Priority two transfers are to:

permit a family that requires a unit with accessible features to occupy such a unit;

permit a family without disabilities who is housed in an accessible or adaptable unit to transfer to a unit without such features should a resident or applicant with disabilities need the unit

3. Priority Three Transfers: Elderly/Medical Accommodations They are placed on the waiting list by date of approval. Priority three transfers are to:

alleviate verified medical problems of a serious nature;

accommodate verified physical conditions caused by long-term illness;

move from an upstairs to a downstairs unit for medical reasons;

4. Priority Four Transfers: Mandatory/ Special Circumstance /Occupancy Standards transfers are designed to correct occupancy standards, to allow

families to move into or out of units being modernized or demolished, to allow families to move into or out of Home Ownership Program units, or for other special circumstances. Transfers may be made within sites or between sites. They are placed on the waiting list by date of approval and will be processed with new admissions using a ratio of one (1) transfer for four (4) new admissions, or as vacancies allow;

To permit modernization or demolition of the unit; demolition, disposition, revitalization, or rehabilitation depending upon nature and urgency of work, may take precedence over other transfers.

To permit a Family Self Sufficiency participant to occupy a Home Ownership Unit;

To permit a Family Self Sufficiency participant to transfer back to a regular Public Housing Unit;

To accommodate families whose size is smaller than the PHA's minimum number of persons per unit standard or larger than the maximum number of persons per unit standard for the unit the family is occupying;

To accommodate families who need a larger unit to have room for a live-in aide.

Based on a threat assessment by a law enforcement agency, to protect members of the household who are victims of or witnesses to crimes and face reprisals, as documented by a law enforcement agency.

5. Priority Five Transfers: Resident Requested are voluntary resident transfer requests to accommodate other valid and certifiable reasons. They are placed on the transfer waiting list by date of approval and will be processed with new admissions using a ratio of one (1) transfer for every four (4) new admissions. Valid and certifiable reasons to be considered are to:

accommodate families who request a transfer in order to be in a location closer to their job, day care provider, or ill relative, or;

accommodate a family who requests separate bedrooms for same sex children with an age disparity of at least five (5) years.

permit an elderly family living in a non-designated development to move into housing designated as elderly only.

Within each category, transfers will be processed in order of the date the family was placed on the transfer list, starting with the earliest date.

D. MANDATORY TRANSFERS

If there is a required change in the size of unit needed, it will be necessary for the resident

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to move to a unit of an appropriate size and a new lease will be executed.

If an appropriate unit is not available, the resident will be placed on a transfer list and moved to such unit when it does become available.

The PHA will place all families requiring a mandatory transfer due to occupancy standards on a transfer list, which will be reviewed for need-based transfers before any unit is offered to a family on the waiting list.

The family will be offered the next appropriately sized unit that becomes available after other such families already on the transfer list who are in need of the same size unit.

The family will be offered the next appropriately sized unit that becomes available after other such families already on the transfer list who are in need of the same size unit.

If a family that is required to move refuses the offered unit, the PHA will evaluate the reason for the refusal and determine if it is one of good cause. If the PHA determines that there is no good cause, the PHA will begin lease termination proceedings.

E. NON-MANDATORY TRANSFERS

When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory transfer based on occupancy standards, the transfer list will be reviewed for other families desiring a transfer.

If there is a participant family waiting for transfer to an available and appropriately sized unit, the participant family will be offered the unit.

A transfer, rather than a new admission from the waiting list, will fill one in four (4) units filled.

F. PRE-TRANSFER INSPECTION

When the transfer request comes near the top of the wait list, the Property Manager will notify the resident of that fact and of the date that a pre-transfer inspection will take place. No transfers will be approved until a pre-transfer inspection is performed. If the inspection is not satisfactory, the Property Manager will disapprove the transfer request and will take appropriate administrative action for any lease violation regarding poor housekeeping or poor maintenance of the unit. Exceptions will be made for emergency transfers.

G. UNIT OFFER AND REFUSAL

Residents will receive one offer of a transfer. The offer will state the date the unit will be ready for leasing. The family will have three (3) business days from the date of the offer to either accept the offer or to refuse.

If the family is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for good cause, the transfer request will be placed back on the wait list by the date of refusal, not the original approval date. The good cause standard applicable to new admissions will apply to transfers (refer to Chapter 4-15). In addition, the inconvenience or

undesirability of changing schools for any minor child will be considered good cause.

Refusal of a mandatory transfer offer **without good cause** will result in lease termination.

Refusal of a resident requested transfer offer **without good cause** will result in the transfer request being removed from the transfer list. The family must wait 12 months to reapply for another transfer.

Residents who have accepted the transfer offer must lease up, move into the new unit and turn in keys to the old unit within seven (7) days from the date of leasing. Once a resident signs a new lease and receives keys to the unit, a pro-rata rent will be charged for the new unit. The prorated rent charges will be placed on the account by the Property Manager.

It is the responsibility of the resident to return the apartment and other assigned areas to the PHA in a good, clean condition. The resident will be charged for any damages beyond fair wear and tear, or for any cleaning or trash removal. Payment agreements will not be made for these charges. Security deposits will be transferred from the old unit to the new unit. The security deposit will not be used to pay for any resident charges resulting from the transfer.

H. SECURITY DEPOSITS AND PET DEPOSITS

Security deposits and any paid pet deposits will be transferred from the old unit to the new unit. The security deposit will not be used to pay for any resident charges resulting from the transfer.

I. RENT ADJUSTMENTS OF TRANSFERRED RESIDENTS

A resident will pay the same rent at the new unit as paid at the old unit during the month of the transfer, provided no rent change was in process. If warranted, the resident's rent will be adjusted to be effective the first of the month following the month of the transfer. This would especially be the case if the resident was paying the flat rent and the transfer requires an adjustment.

The PHA will notify the resident of the rent change by use of the Notice of Rent Adjustment Letter.

J. REEXAMINATION DATE

The date of the transfer does not change the reexamination date.

K. PAYMENT OF COSTS

The PHA will pay all documented costs for requested reasonable accommodation requests, including payment of moving costs, fees and expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability unless the accommodation will result in a fundamental alteration in the nature of the Authority's programs or an undue financial and administrative burden on the Authority (24CFR 8.27 a).

The PHA will pay moving costs related to a mandatory transfer due to interruption of

utilities, defects in the structure, electrical wiring, plumbing, heating, or by fire, smoke, or water damage caused by the negligence of the Management or by acts of nature.

The resident will pay all moving costs related to the transfer, except as noted above.

Chapter 9

LEASING

INTRODUCTION

It is the PHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the PHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

A. LEASE ORIENTATION

Prior to execution of the lease, a PHA representative will provide a lease orientation to the family head and all other adult household members. 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:

- Lease
- Family Choice of Payment
- Minimum Rent Policy
- Grievance Policy
- Transfer Policy
- Community Rules
- Utility Allowance Schedule
- Maintenance Charges
- Applicable deposits and other charges;
- Community Service Requirement;
- Orientation to the community;
- Unit maintenance and work orders;
- Pet Policy
- Housekeeping Policy

B. TERMS OF THE LEASE

The initial term of the lease will be for 12 months. The lease will renew automatically for 12-month terms except for noncompliance with the community service requirement, as described in Chapter 15 on community service. Because the lease automatically renews for terms of 12 months, an annual signing process is not required.

C. EXECUTION OF LEASE

The lease shall be executed by the head of household, spouse, and all other adult

members of the household, and by an authorized representative of the PHA, prior to admission.

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

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and 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:

A lease is executed at the time of admission for all new tenants.

A new lease is executed at the time of the transfer of a tenant from one PHA unit to another with no change in reexamination date.

If, for any reason, any signer of the lease ceases to be a member of the household, the change will be made through an interim adjustment.

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.

The names and date of birth of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.

Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by the PHA, which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice.

Households that include a Live-In Aide 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 tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

D. ADDITIONS TO THE LEASE

Requests for the addition of a new member of the household must be approved by the PHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, the PHA will conduct a pre-admission

screening of the proposed new member. Only new members approved by the PHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:

Resident plans to marry; individual(s) will be added upon verification of marriage.

Resident is awarded custody of a child over the age for which juvenile justice records are available;

Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren).

A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.

2. Factors determining household additions that are not subject to screening:

Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.

3. Factors determining household additions may be subject to screening, depending on PHA discretion. Minor children, who are added through a kinship care arrangement, are exempt from the pre-screening process.

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 CFR 966.4(f)(2 and 3)].

5. Family members age 18 and older 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 10 calendar days of its occurrence.

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

The PHA in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.

6. Visitors are permitted in a dwelling unit. Visits exceeding 14 days in a calendar year are a violation of the lease, unless authorized by the Property Manager.

If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee's unit, the person will be considered an

unauthorized member of the household. Written verifiable statements from staff, residents or outside agencies will be used in verifying unauthorized guests.

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 7 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.

E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES

[24 CFR 8.27(a)(1)(2) and (b)] (See Chapter 18, section I K)

F. UTILITY SERVICES

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

G. SECURITY/ DEPOSITS

Security Deposit

New tenants must pay a security deposit to the PHA at the time of admission.

The amount of the security deposit required is the total tenant payment (TTP) or \$100 whichever is less. The security deposit must be paid by money order or by cashier's check.

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;
- Other charges under the Lease.

The PHA will refund the Security Deposit less any amounts owed, within 45 calendar days after move out and tenant's notification of new address.

The PHA will provide the tenant or the person designated by the former tenant in the event of the former tenant's incapacitation or death with a written list of any charges against the security deposit. If the tenant disagrees with the amount charged to the security 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 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 transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges.

Pet Deposit

See Chapter 10 on pet policy.

H. RENT PAYMENTS

The tenant rent is due and payable at a PHA-designated location on the first of every month. If all the rent and other charges due on the first of the month are not received by the fifth day of the month, the rent is considered late. If the PHA does not receive payment by the agreed-upon date, a delinquent rent notice will be sent.

The initial rent must be paid by money order or cashier's check. In the event the initial rent is being paid on behalf of the applicant by a service organization such as Social Service or Community Service Board, a payment voucher payable to the PHA will be accepted in order to complete the leasing process. Thereafter, rent may be paid by the resident's personal check. As a safety measure, no cash shall be accepted as a rent payment.

I. FEES AND NONPAYMENT PENALTIES

If the tenant fails to make payment by the 5th day of the month, a late fee of \$25 will be charged.

Bank charges, processing fees, and late fees will be assessed against the tenant for checks which are returned for any reason other than bank error. Returned checks must be redeemed by money order or cashier's check within 5 days of notice.

The PHA will always consider the rent unpaid when a check is returned for any reason other than a bank error.

Any rent payment received will be applied to the oldest rent charges on the resident's account with the exception of debts currently under a payment agreement.

J. SCHEDULES OF SPECIAL CHARGES

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

When applicable, families will be charged for maintenance and/or damages according to the current schedule of maintenance charges. Work that is not covered in the current schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.

K. MODIFICATIONS TO THE LEASE

Schedules of special charges and rules and regulations are subject to modification or revision. Residents and resident organizations will be provided at least 30 days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the rental office, provided to the Resident Council presidents, and mailed by first class mail to the tenant.

After the proposed changes have been incorporated into the lease and approved by the Board of Commissioners, each family will be notified of the effective date of the new revision.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties. After being given notice of the modification, if the Tenant does not sign a written addendum, payment of the rent without reservation gives the rental agreement the same effect as if it had been signed by the tenant.

L. 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.

M. INSPECTIONS OF PUBLIC HOUSING UNITS

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 file.

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

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 necessary maintenance and whether

there are damages that exceed normal wear and tear. The PHA will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit.

The move-out inspection also assists the PHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

Annual Inspections

The PHA will inspect all units annually using HUD's Uniform Physical Conditions Standards (UPCS) as a guideline.

The unit will be considered to have failed HUD's Uniform Physical Condition Standards if there are any *life-threatening* Health and Safety deficiencies.

If a unit fails inspection due to housekeeping or tenant-caused damages, the resident will be given 21 days to correct noted items, after which a follow-up inspection will be conducted.

Residents may request a copy of the inspection report with required corrections.

If necessary to bring the unit into UPCS compliance, needed repairs will be completed by the PHA.

All inspections will include a check of all smoke alarms to ensure proper working order.

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit will be in violation of their lease.

Quality Control Inspections

PHA staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which the PHA can be of service to the family.

The PHA staff will conduct quality control inspections on all units where repairs were made to vacant units generated by move-out inspections and a pre-defined number of work orders based on the number of units in a particular community.

Special Inspections

Property management staff may conduct a special inspection for housekeeping, unit condition, or suspected lease violation.

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.

Emergency Inspections

The PHA staff may initiate an emergency inspection without prior notice to the resident if they believe that an emergency exists in the unit or on a Public Housing site.

Entry of Premises Notices

The PHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

The PHA will provide the family with 24 hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

If no person is at home, the inspector and another staff member will enter the unit and conduct the inspection. A written notice will be left for the resident explaining the reason the unit was entered and the date and time.

When the PHA is conducting regular annual inspections of its housing units, the family will receive reasonable advance notice of the inspection to allow the family to prepare and be able to pass the inspection.

Reasons the PHA will enter the unit are:

- Inspections and maintenance
- To make improvements and repairs
- To show the premises for leasing
- In cases of emergency
- Pest control treatment

Non-Inspection Emergency Entry

The PHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

Family Responsibility to Allow Inspection

The PHA must be allowed to inspect the unit at reasonable times with reasonable notice. Twenty-four (24) -hour written notice will be considered reasonable in all cases.

If the resident refuses to allow the inspection, the resident will be in violation of the lease and the PHA will notify the family of its intended action.

Housekeeping Citations

Residents who fail an inspection due to poor housekeeping or tampering with the smoke detectors will be issued a lease termination letter and given 21 days to remedy.

Tenant Damages

Repeated failed inspections or damages to the unit beyond normal wear and tear will constitute serious or repeated lease violations with no 21 day remedy.

"Beyond normal wear and tear" is defined as items that could be charged against the tenant's security deposit under state law or court practice.

Chapter 10

PET POLICY

INTRODUCTION

This addendum explains the PHA's policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the PHA.

For the purpose of this policy, pets are common, domesticated household pets such as dogs, cats, fish, birds, and small rodents such as hamsters. This definition excludes all insects, reptiles, large rodents, and exotic animals.

Residents will comply with the dwelling lease, which requires that no animals or pets, other than fish, birds, small rodents such as hamsters and registered dogs and cats, are permitted on the premises. This does not apply to animals that are used as service animals to assist persons with disabilities. Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals. This rule does not apply to visiting pet programs sponsored by the humane society and/or other non-profit organizations, and approved by the PHA.

A. MANAGEMENT APPROVAL OF PETS

Types of Pets Allowed

1. **Dogs: MUST BE REGISTERED WITH MANAGEMENT**
Maximum number: 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 and local ordinance
2. **Cats: MUST BE REGISTERED WITH MANAGEMENT**
Maximum number: 1
Must be spayed or 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: Registration not required**
Maximum number: 2
Must be enclosed in a cage at all times
4. **Fish: Registration not required**
Maximum aquarium size: 20 gallons

5. **Rodents: hamster, or gerbil ONLY; registration not required**

Maximum number: 2

Must be enclosed in 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

B. PETS TEMPORARILY ON THE PREMISES

No pets are allowed to visit. This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization. If an approved pet gives birth to a litter, the resident must remove all pets, with the exception of the original number allowed, immediately after weaning.

C. REGISTRATION OF PETS

Cats and dogs must be registered with the PHA before they are brought onto the premises. Registration includes:

1. Certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.
2. Certification the animal has been spayed or neutered.
3. Current license for the pet in compliance with local ordinances and requirements.
4. Execution of a Pet Authorization agreement with the PHA stating the conditions and requirements the tenant must comply with to keep a pet on the premises.
5. Payment of a security deposit in the amount of \$250.00.

Approval to keep the pet on the premises shall not be given until the completion of these requirements.

D. REFUSAL TO REGISTER PETS

The PHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

The PHA will refuse to register a pet if:

1. The pet is not a *common household pet* as defined in this policy;
2. Keeping the pet would violate the Pet Policy standard or any local ordinances;
3. The pet owner fails to comply with all the pet registration requirements;
4. The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

E. PERSONS WITH DISABILITIES

Pet standards will not be applied to service animals that assist persons with disabilities. The resident/pet owner will be required to qualify animals (for exclusion from the pet policy) who assist persons with disabilities. Example below.

To be excluded from the pet policy, the resident/pet owner must certify:

- That there is a person with disabilities in the household;
- That the animal actually assists the person with the disability.

F. ADDITIONAL FEES AND DEPOSITS FOR PETS

The resident/pet owner shall be required to pay a refundable deposit of \$250.00 (not applicable to service animals assisting person with a disability) for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat.

The payment of \$250.00 is due on or prior to the date the pet is properly registered and brought into the apartment. The pet deposit is subject to the same regulations as a rental security deposit as defined in 55-248.11. of the *Virginia Landlord Tenant Act*.

The PHA reserves the right to change or increase the required deposit by amendment to these rules.

A separate pet waste removal charge of \$30.00 per occurrence will be assessed against the resident for violations of the pet policy.

All reasonable expenses incurred by the PHA as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including but not limited to:

- The cost of cleaning, repairs and replacements to the dwelling unit or common areas frequented by the pet, including pet waste removal;

- Any unit and adjacent areas occupied by a dog or cat, may be fumigated and treated for fleas. If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current maintenance charge as defined in the lease.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount which exceeds the pet deposit. In cases in which a pet deposit has not been paid, such expenses will be treated as damage beyond fair wear and tear.

The pet deposit will be refunded when the resident moves out or no longer has a pet on the premises, whichever occurs first.

G. ALTERATIONS TO UNIT

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.

H. PET RESTRICTIONS

Pet owners must agree to control the pet so that it does not create a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, yowling, whining, screeching, scratching, or other such activities.

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times. Pets are not allowed to be left outside the premises unattended.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Pets are not permitted to urinate or defecate in public areas, other than in exercise areas.

The PHA shall have the right to have any pet immediately removed from the premises should it be creating a constant nuisance, be abandoned or inflict bodily harm on another resident, guest or PHA employee, or display a vicious nature.

I. CLEANLINESS REQUIREMENTS

Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit.

Removal of Waste From Other Locations. The Resident/Pet Owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash receptacle.

The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

J. PET CARE

No pet (excluding fish and birds) shall be left unattended in any apartment for a period in excess of 9 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet

owners must agree to exercise courtesy with respect to other residents.

K. RESPONSIBLE PARTIES

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

L. PET RULE VIOLATIONS

Pet Rule Violation Notice

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the ACOP 2008 Pet Policy

pet policy (ies) which were violated. The notice will also state:

1. That the resident/pet owner has 5 business days from the date of the notice to request an informal grievance hearing to discuss the violation with the manager;
2. That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner requests a meeting within the 5 business day period, the manager will schedule an informal hearing within 7 calendar days of receipt of the request for a grievance.

M. NOTICE FOR PET REMOVAL

If the resident/pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

The Notice shall contain:

1. A brief statement of the factual basis for the PHA's determination of the Pet Policy that has been violated;
2. The requirement that the resident /pet owner must remove the pet within 21days of the notice; and
3. A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

N. TERMINATION OF TENANCY

The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet policy violation within the time period specified; and

The pet policy violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

O. PET REMOVAL

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 owner unable to care for the pet, (includes pets who are poorly cared for or have been left unattended for over 9 hours), the situation will be reported to the Responsible Party designated by the resident/pet owner.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or local agency and request the removal of the pet.

P. EMERGENCIES

The PHA will take all necessary steps to insure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

Chapter 11

REEXAMINATIONS

[24 CFR 5.613, 24 CFR 5.61524 CFR Part 960 Subpart C]

INTRODUCTION

HUD requires that the PHA offer all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent are required to complete a reexamination of income, deductions and allowances at least once every three years. To determine the amount of income-based rent, it is necessary for the PHA to perform a reexamination of the family's income. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions and allowances. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but the PHA decides what other changes must be reported and the procedures for reporting them. This Chapter defines the PHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

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

Qualify as a family as defined in this policy;

Are in full compliance with the obligations and responsibilities described in the dwelling lease;

Whose family members, age 5 and older, each have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number;

Whose family members have submitted required citizenship/eligible immigration status/noncontending documents.

B. ANNUAL REEXAMINATION

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

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

For families paying flat rents, the PHA will conduct a full reexamination of family income and composition once every three years. Family composition is examined annually. Families who pay income-based rent will receive full reexamination annually. If the family moved in on the first of the month, the annual recertifications will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year.)

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

When families move to another dwelling unit the annual recertification date will not change.

Scheduling Annual Reexams

The PHA will schedule annual reexaminations to coincide with the family's anniversary date. The PHA will begin the annual reexamination process approximately 120 days in advance of the scheduled effective date.

Anniversary date is defined as 12 months from the effective date of the family's last annual reexamination or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family transfers to a new unit, the PHA will not perform a new annual reexamination.

The PHA may also schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.

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.

Collection of Information

The family is required to complete the annual recertification form.

For residents who need assistance, a PHA representative will interview the family and enter the information provided by the family on the recertification form.

The family is required to complete a *Personal Declaration* form prior to all annual and interim recertification interviews.

Requirements to Attend

Families are required to participate in an annual reexamination, which must be attended by all adult household members. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the PHA to request a reasonable accommodation.

If all adult household members fail to attend, the appointment will be rescheduled.

Notification of annual reexamination interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of

the information and documentation that must be brought to the interview.

If the family is unable to attend the scheduled interview, the family should contact the PHA in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend the scheduled interview, the PHA will send a second notification with a new interview appointment time.

If a family fails to attend two (2) scheduled interviews without PHA approval, the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 12.

An advocate, interpreter, or other assistant may assist the family in the interview process.

Annual updates for the homeownership program will be conducted by mail. If at any time this method is determined to be ineffective the Property Manager will require an in-person interview.

Conducting Annual Reexams

Families will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a PHA-designated reexamination form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documentation related to the family's income, expenses, and family composition.

Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 days of the interview. If the family is unable to obtain the information or materials within the required time frame the family will receive a final notice. The final notice will provide an additional 10 days to provide the missing information.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 12.

Criminal Background Checks

Each household member age 18 and over will be required to execute a consent form for a criminal background check as part of the annual reexamination process.

Reexamination for Families Paying Flat Rents

For families paying flat rents, the PHA will conduct a full reexamination of family income and composition once every 3 years.

In conducting full reexaminations for families paying flat rents, the PHA will follow the policies used for the annual reexamination.

Reexamination of Family Composition (Annual Update)

For families paying flat rents, annual updates will be conducted in each of the 2 years following the full reexamination.

In scheduling the annual update, the PHA will follow the policy used for scheduling the annual reexamination of families paying income-based rent.

Verification of Information

All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 120 days old. All verifications will be placed in the file, which has been established for the family.

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

the continued eligibility of the resident as a *family* or as the *remaining member* of a family;

the unit size required by the family;

the amount of rent the family should pay.

Changes In The Tenant Rent

If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued [24 CFR 966.4(c)].

Tenant Rent Increases

If tenant rent increases, a thirty-day notice will be mailed to the family prior to the anniversary date.

If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the second month following the thirty day notice.

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

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the anniversary date.

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

completion of the reexamination processing by the PHA.

C. REPORTING INTERIM CHANGES

Family Composition changes

Families must report all changes in 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.

When there is a change in head of household or a new adult family member is added, the PHA will complete an application for continued occupancy and reverify, using the same procedures the PHA staff would use for an annual reexamination, except for effective dates of changes. In such case, the Interim Reexamination Policy would be used.

A change in family composition occurs when a minor already living in the household reaches his/her 18th birthday, and becomes an adult household member. This must be reported between annual reexaminations.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the PHA of the family member being added to the lease.

Increases in Income to be Reported

Families paying flat rent are not required to report any increases in income or assets.

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

- Increases in earned income from the employment of a current household member;

- Increases in income because a person with income joins the household;

- Increases in household income which come as a result of a minor with earned income reaching their 18th birthday.

- Increases in household income which come as a result of a *new* income source.

Increases In Income and Rent Adjustments

The PHA will not process rent adjustments resulting from any increase in **same source income** until **the next regularly scheduled recertification**.

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

Decreases in Income and Rent Adjustments

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions which 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 60 calendar days.

D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The PHA will not reduce the public housing rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in welfare benefits due to:

Fraud by a family member in connection with the welfare program; or

Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program

A "specified welfare benefit reduction" does not include a reduction of welfare benefits due to:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

the family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Noncompliance with other welfare agency requirements.

Definition of Covered Family

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

Definition of "Imputed Welfare Income"

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

The amount of imputed welfare income is determined by the PHA, based on written information supplied to the PHA by the welfare agency, including:

The amount of the benefit reduction

The term of the benefit reduction

The reason for the reduction

Subsequent changes in the term or amount of benefit reduction

Imputed welfare income will be included at annual and interim reexaminations during the term of reduction of welfare benefits.

The amount of imputed welfare income will be offset by the amount of additional income a family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed income will be reduced to zero.

If the family was not an assisted resident of public housing when the welfare sanction began, imputed welfare income will not be included in annual income.

Verification Before Denying a Request to Reduce Rent

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

The PHA will rely on the welfare agency's written notice to the PHA regarding welfare sanctions.

Cooperation Agreements

The PHA has a **written** cooperation agreement in place with the local welfare agency that assists the PHA in obtaining the necessary information regarding welfare sanctions.

The PHA has taken a proactive approach to culminating an effective working relationship between the PHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The PHA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income and the PHA denies the family's request to modify the amount, the PHA will provide the tenant with a notice of denial, which will include:

- An explanation for the PHA's determination of the amount of imputed welfare income

- A statement that the tenant may request a grievance hearing.

- A statement that the grievance information received from the welfare agency cannot be disputed at the grievance hearing, and the issue to be examined at the grievance

hearing will be the PHA's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits

If the tenant requests a grievance hearing, the tenant is not required to pay an escrow deposit pursuant to 966.55(e) for the portion of tenant rent attributable to the imputed welfare income.

E. OTHER INTERIM REPORTING ISSUES

An interim reexamination will be scheduled for families with zero income **every 90 days**.

In the following circumstances, the PHA may conduct the interim recertification by mail:

As a reasonable accommodation when requested. (See Chapter 1 titled "Statement of Policies and Objectives")

Any changes reported by residents other than those listed in this section will not be processed between regularly scheduled annual recertifications.

PHA Errors

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

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

Standard for Timely Reporting of Changes

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

Procedures When the Change is Reported in a Timely Manner

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

Increases in the Tenant Rent (except those due to misrepresentation) are effective on the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following the

month in which the change is reported.

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

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

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

Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, and may be required to sign a Repayment Agreement.

Decrease in Tenant Rent will be effective on the first of the month following completion of processing by the PHA and not retroactively.

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

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

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

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

G. REPORTING OF CHANGES IN FAMILY COMPOSITION

The members of the family residing in the unit must be approved by the PHA. The family must inform the PHA and request approval of additional family members other than additions due to birth, adoption, marriage, or court-awarded custody before the new member occupies the unit.

All changes in family composition must be reported in writing within 10 working days of the occurrence. **A change in family composition also occurs when a minor already living in the household reaches his/her 18th birthday, and becomes an adult household member. Upon reaching the 18th birthday, the household member must attend a lease orientation and sign the lease and related addendums.**

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head of household or spouse that the member (who may be the head of household) removed is permanently absent.

The head of household must provide a statement that the head of household or spouse will notify the PHA if the removed member returns to the household for a period longer than the ACOP 2008 Reexaminations

visitor period allowed in the lease.

Increase in Family Size

The PHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

Addition by marriage/or marital-type relation.

Addition of a minor who is a member of the nuclear family who had been living elsewhere.

Addition of a PHA-approved live-in attendant.

Addition of any relation of the Head of household or Spouse.

Addition due to birth, adoption or court-awarded custody.

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

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made in accordance with the Transfer Policy.

Definition of Temporarily/Permanently Absent

The PHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

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

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

Deployment of Military Personnel to the Persian Gulf Region

These policy guidelines address situations when the head of household or spouse is called to active duty in the Armed Forces to serve in the Persian Gulf Region and the family remains in the unit.

Families are required to notify the PHA of the deployment of the head of household or spouse by providing a copy of the military orders.

A suitable guardian will be allowed to move into the unit on a temporary basis to care for any minor or disabled dependants that the military person leaves in the unit. Income of the guardian temporarily living in the unit solely for this purpose is not to be counted in

determining family income and the amount of rent the family pays based on family income. A Temporary basis[®] for this purpose is defined as six (6) months or 180 consecutive days.

In cases where all members of the family are temporarily absent from the household because a member of the family has been called to active duty in the Persian Gulf Region, the PHA will allow the dwelling lease to remain in effect up to six (6) months. In extenuating circumstances, families may request extensions for a reasonable period as appropriate to meet the needs of the family.

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 30 consecutive days. (In accordance with VLTA 55-248.33-this statement must also be in lease)

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

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

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

- Conduct home visit

- Write letters to the family at the unit

- Post letters on the exterior door

- Telephone the family at the unit

- Interview neighbors

- Check with the Post Office for forwarding address

- Contact emergency contacts

If the entire family is absent from the unit, without PHA permission, for more than **30** consecutive days, the unit will be considered to be vacant and the PHA will terminate tenancy.

As a reasonable accommodation for a person with a disability, the PHA may approve an extension. (See Absence Due to Medical Reasons for other reasons to approve an extension.) During the period of absence, the rent and other charges must

remain current.

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for 3 consecutive months except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as a 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, as long as rent and other charges remain current.

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

Absence due to Incarceration

If the sole member is incarcerated for more than 60 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 3 consecutive months. The rent and other charges must remain current during this period.

The PHA will determine if the reason for incarceration is for drug-related or criminal activity which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents.

Foster Care and Absences of Children

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

If the time period is to be greater than 3 months from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the PHA's occupancy guidelines.

Absence of Adult

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat that adult as a visitor for the first 90 calendar days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded

to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the lease will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the PHA will review the status at 30 day intervals.

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

The PHA will transfer the lease to the caretaker, in the absence of a court order, if the caretaker qualifies under the Tenant Suitability criteria and has been in the unit for more than 30 days and it is reasonable to expect that custody will be granted.

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

If a member of the household is subject to a court order that restricts him/her from the home for more than 30 days, the person will be considered permanently absent.

If an adult 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 member will be determined permanently absent if verification is provided.

Time extension will be granted as an accommodation upon request by a person with a disability.

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:

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.

Visitors (See Chapter 9 on Leasing)

Any adult not included on the HUD 50058 Family Report who has been in the unit more than 14 days in a calendar year will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

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

The PHA will consider:

Statements from neighbors and/or PHA staff

Vehicle license plate verification

Post Office records

Driver's license verification

Law enforcement reports

Credit reports

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as a 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 90 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 180 days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT

To be considered the remaining member of the tenant family, the person must have been previously approved by the PHA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

The court has to have awarded emancipated minor status to the minor; or is legally married; or

The PHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a transfer to an appropriate unit size per the

Occupancy Standards.

I. CHANGES IN UNIT SIZE

The PHA may use the results of the annual reexamination to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)]. Policies governing transfers are contained in Chapter 8.

The PHA shall grant exceptions from the occupancy standards if the family requests and the PHA determines the exceptions are justified according to this policy.

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

(Reference Chapter 5 on Occupancy Standards)

J. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

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

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

The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; AND

The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head, co-head or spouse.

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

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See Chapter titled "Factors Related to Total Tenant Payment Determination"). The PHA may no longer offer temporary deferral of termination (See Chapter on "Lease Terminations").

Chapter 12

LEASE TERMINATIONS

[24 CFR 966.4]

INTRODUCTION

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

A. TERMINATION BY TENANT

The tenant may terminate the lease by providing the PHA with a written 30 day advance notice as defined in the lease agreement.

B. TERMINATION BY PHA

The public housing lease is automatically renewable, EXCEPT the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements. See chapter on Community Service.

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

Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent; Chronic delinquency is defined as four (4) or more late payments and/or receipt of two summons for unlawful detainers and/or warrants in debt during a twelve-month period.

Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers; (*Subleasing includes receiving payment to cover rent and/or utility costs by a person living in the unit who is not listed as a family member*).

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; (*Statements from police, staff, residents or other sources will be used in verifying unauthorized guests*).

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;

Failure to abide by applicable building and housing codes materially affecting health

or safety;

Failure to maintain the premises in a clean and safe condition;

Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment or common areas;

The resident or their guests engages in any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff) or by persons residing in the immediate vicinity of the premises; or

Abusive or violent behavior toward PHA management staff which includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior; or

Resident's involvement in any act to assist a barred individual in violation of the trespass policy;

Resident's "grouping", using hand signals, gestures and/or clothing to show gang affiliation for the purpose of threatening or intimidating rival gangs, tenants, Authority employees, officer, agents, contractors, law enforcement, business or other members of the public, or any other gang-related activity;

The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, *on or off* public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Any other person under the tenant's control shall not engage in such activity on public housing premises.

Alcohol abuse that the PHA determines interferes with the health, safety, or right to

peaceful enjoyment of the premises by other residents.

Non-compliance with Non-Citizen Rule requirements.

Discovery after admission of facts that made the tenant ineligible;

Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;

Other good cause.

C. NOTIFICATION REQUIREMENTS

The PHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Chapter on Complaints, Grievances and Hearings.)

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household or sent by first class mail properly addressed to tenant.

Disclosure of Criminal Records to Family

Before the PHA terminates the lease based on a criminal conviction record, the tenant and subject of record will be provided with a copy of the criminal record. Tenants may dispute the accuracy and relevance of that record at the grievance hearing or court hearing.

Timing of the Notice

If the PHA terminates the lease, written notice will be given as follows:

At least 14 calendar days prior to termination in the case of failure to pay rent;

A reasonable time, according to State law, considering the seriousness of the situation:

If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or

If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or

If any member of the household has been convicted of a felony.

At least thirty days prior to termination in all other cases.

The PHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

Criminal Activity

The PHA will immediately and permanently terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

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

The PHA will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous six (6) months.

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

"Engaged in or engaging in or recent history of" criminal activity means any act within the past five (5) years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the PHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

In evaluating evidence of negative behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

The PHA will waive the requirement regarding drug-related criminal activity if:

The individual involved in drug-related criminal activity is no longer in the household because the person has died or is imprisoned.

The PHA may permit continued occupancy provided the family accepts imposed conditions that the involved family member(s) does not reside in the unit. The PHA will consider evidence that the person is no longer in the household such as a divorce decree/incarceration/ death/ copy of a new lease for the person including the owner's telephone number and address/ or other substantiating evidence].

D. RECORD KEEPING

A written record of every termination and/or eviction is maintained by the PHA and contains the following information:

Name of resident, number and identification of unit occupied;

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;

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 (other than the Criminal History Report);

Date and method of notifying the resident;

Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]

If the PHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for a period not less than 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

Chapter 13

COMPLAINTS, GRIEVANCES, AND APPEALS

[24 CFR 966.50-966.57]

INTRODUCTION

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies to be used when families disagree with a PHA decision. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

Grievances shall be handled in accordance with the PHA's approved Grievance Procedures. The written grievance procedure is incorporated into this document and is the guideline to be used for grievances and appeals.

A. COMPLAINTS

The PHA will respond promptly to all complaints.

Complaints from families. If a family disagrees with an action or inaction of the PHA, complaints will be referred to the Property Manager. Complaints regarding physical condition of the units may be reported by phone to the Property Manager or Maintenance Department.

Complaints from staff. If a staff person reports a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the Property Manager.

Complaints from the general public. Complaints or referrals from persons in the community in regard to the PHA or a family will be referred to the Property Manager.

Anonymous complaints will be checked whenever possible.

B. APPEALS BY APPLICANTS

Applicants who are determined ineligible, who do not meet the PHA's admission standards, or where the PHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing.

Applicants must submit their request for an informal hearing in writing to the PHA within fifteen (15) calendar days from the date of the notification of their ineligibility.

If the applicant requests an informal hearing, the PHA will provide an informal hearing within forty-five (45) calendar days of receiving the request. The PHA will notify the applicant of the place, date, and time.

Informal hearings will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence s/he wishes and the evidence along with the data compiled by the PHA will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within seven (7) 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 tenants do not apply to PHA determinations that affect applicants.

C. APPEALS BY TENANTS

Grievances or appeals concerning the obligations of the tenant or the PHA under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of the PHA, which is in effect at the time such grievance or appeal arises.

D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the PHA hearing is pending but assistance to an applicant may be delayed pending the PHA hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the PHA notifies the applicant or tenant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the PHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a PHA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in the "Grievance Procedures" section of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the PHA will:

Deny the applicant family.

Terminate the participant.

If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

E. GRIEVANCE PROCEDURES

DEFINITIONS:

Grievance. will mean any dispute which a resident may have with respect to an Authority action or failure to act in accordance with the individual resident-s lease or Authority regulations which adversely affects the individual resident-s rights, duties, welfare or status, exclusive of an eviction or termination of tenancy based upon a resident-s creation or maintenance of a threat to the health and safety of other tenants or Public Housing Authority employees. This process shall not apply to disputes between residents not involving the Authority or to class grievances.

Complainant. Any tenant whose grievance is presented to the PHA or at the site/management office informally or as a part of the informal hearing process.

Hearing Officer. A person or persons selected in accordance with this grievance procedures to hear grievances and render a decision with respect thereto.

Tenant. A lessee or the remaining head of household of any tenant family residing in housing unit owned or leased by the PHA.

RESIDENT shall mean the adult person (or persons), other than a live-in aide, who reside in the unit, and who executed the lease with the Authority as lessee of the dwelling unit, or who is the remaining head of household of the tenant family residing in the dwelling unit.

Elements of Due Process. An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

Opportunity for the tenant to examine all relevant documents, records, and regulations of the PHA prior to the trial for the purpose of preparing a defense;

Right of the tenant to be represented by counsel;

Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;

A decision on the merits of the case.

EXCLUSIONS FROM GRIEVANCE

In accordance with Federal Regulations on Public Housing Grievance Procedures, and the Department of Housing and Urban Development's (HUD) due process determination, the Housing Authority excludes from the Grievance Procedure, any grievance concerning a termination of tenancy or eviction that involves:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees, or
2. Any violent or drug-related criminal activity *on* or *off* such premises; or

Any criminal activity that resulted in felony conviction of a household member.

Pre-Hearing Procedures

Informal Conference Procedures

Any grievance shall be requested in writing to the assigned Property Manager. The grievance may be discussed informally and settled without a formal hearing. A grievance must be requested within five (5) business days of PHA action or failure to act in accordance with the individual resident's lease or PHA regulations. The grievance request must state the particular grounds upon which it is based, the action requested and the name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any. The Property Manager will schedule an informal hearing within seven (7) calendar days of receipt of the request for a grievance.

Within five working days, a summary of this discussion will be given to the complainant by a PHA representative. One copy will be filed in the tenant's file.

The summary will include: names of participants, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained if the complainant is not satisfied.

Dissatisfaction with Informal Conference

If the complainant is not satisfied with the results of the informal discussion, a complainant shall be entitled to a hearing before a hearing officer. The complainant shall submit a written request for a formal hearing to the Manager within seven (7) calendar days after the receipt of the summary of the discussion.

The request for a formal hearing must be presented to the Property Manager.

The written request for a formal hearing must specify the reason for the grievance request, the relief sought, and notification of any special accommodation required.

A written notification of the date, time, place, and procedures governing the hearing shall be delivered to the complainant and the appropriate PHA official.

Failure to Request a Formal Hearing

If the complainant does not request a formal hearing within 5 business days, s/he waives his/her right to a hearing, and the PHA's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest the PHA's disposition in an appropriate judicial proceeding.

The head of household must attend the hearing.

If rescheduling of the hearing is necessary, the hearing must be rescheduled at least 1 day in advance of the scheduled hearing time or the complainant waives their right to a hearing.

If the complainant fails to appear within 15 minutes of the scheduled time, the complainant waives their right to a hearing.

F. INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The participant family may request that the Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the ANotice of Denial or Termination of Assistance®, or within 30 days of

receipt of the INS appeal decision.

G. ESCROW DEPOSIT

Before a hearing is scheduled in any grievance involving the amount of rent which the Public Housing Authority claims is due, except grievances concerning imputed welfare benefits or use of minimum rent, 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. Grievances concerning imputed welfare benefits and minimum rents are exempt from the escrow deposit requirement.

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 officer.

The PHA may waive these escrow requirements in extraordinary circumstances.

Unless so waived, the failure to make the required escrow payments shall result in termination of the grievance procedure.

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.

H. SCHEDULING THE HEARING

The hearing shall be scheduled by the hearing officer within seven (7) calendar days after the Manager selects the hearing officer. The hearing shall be at a time and place convenient to the Authority, the complainant, and the hearing officer. A written notification specifying the time, place, and any and all procedures governing the hearing shall be mailed to the complainant and Authority. Upon request, the Authority shall provide reasonable accommodations for persons with disabilities to participate in the hearing.

I. RESCHEDULING THE HEARING

If rescheduling of the hearing is necessary, the hearing must be rescheduled at least two working days in advance of the scheduled hearing time.

J. CONDUCT OF THE HEARING

The hearing shall be conducted before a hearing officer in an orderly, informal manner, and shall afford the parties a fair hearing providing the basic safeguards of due process. The complainant shall have: (1) the opportunity to examine before the grievance hearing any documents, including records and regulations, that are directly relevant to the hearing. If the Authority does not make the document available for examination upon request by the resident, the Authority may not rely on such document at the grievance hearing. The tenant shall be allowed to copy any such document at the tenant's expense; (2) the right to be represented by counsel or other

person chosen as the tenant's representative, and to have such person make statements on the tenant's behalf; (3) the right to a private hearing unless the complainant requests a public hearing; (4) the right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the Authority or project management, and to confront and cross-examine all witnesses upon whose testimony or information the Authority or project management relies; (5) a decision based solely and exclusively upon the facts presented at the hearing. Either party may arrange for the preparation of a transcript of the proceedings at that party's expense. Each party may purchase a copy of such transcript.

K. FAILURE TO APPEAR

If either the Authority or the complainant fails to appear within fifteen (15) minutes of the scheduled time, at the scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period of time not to exceed five (5) business days, or the hearing officer may make a determination that the party failing to appear has waived that party's right to a hearing, and shall so notify both parties.

L. DECISION

The hearing officer must render a decision based solely upon the information presented at the hearing. The hearing officer shall prepare a written decision, with the reasons on which the decision is based not later than seven (7) calendar days after the hearing. A copy of the hearing officer's decision shall be sent to the complainant and the Authority. The Authority shall retain one copy of the decision in the complainant's folder and another copy in its general files with names and identifying references deleted for references in future proceedings.

The decision shall be binding on the Authority which shall take all actions or refrain from any actions necessary to carry out the decision, unless the complainant requests Board action within 5 business days prior to the next Board meeting. The PHA Commissioners' decision will be mailed to the complainant with 5 business days following the Board meeting, and so notifies the complainant that:

1. The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations, which adversely affect the complainant's rights, duties, welfare, or status.
2. The decision of the hearing officer is contrary to applicable Federal, state, or local law, Department of Housing and Urban Development (HUD) regulations or requirements of the Annual Contributions Contract between HUD and the Authority.

A decision by the hearing officer or PHA Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, the rights of the complainant to a trial

or judicial review in any proceedings which may thereafter be brought in the matter.

Housing Authority Eviction Actions

If a tenant has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a PHA notice of termination of tenancy, and the hearing officer upholds the PHA action, the PHA shall not commence an eviction action until it has served a notice to vacate on the tenant.

In no event shall the notice to vacate be issued prior to the decision of the hearing officer having been mailed or delivered to the complainant.

Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, whichever is later, appropriate action will be brought against the complainant. The complainant may be required to pay court costs and attorney fees.

M. AUTHORITY EVICTION ACTION

In no event shall the notice to vacate be issued prior to the written decision of the hearing officer having been mailed or delivered to the complainant.

Such a notice to vacate must be in writing and specify that if the complainant fails to quit the premises within the applicable statutory period, or within the termination dates stated in the notice of termination, whichever is later, appropriate action will be brought against the complainant and the complainant may be required to pay any and all court costs and attorney's fees incurred by the Authority.

N. FAILURE TO COMPLY

Failure of the Authority or of the complainant to comply with provisions of this policy including deadlines, issuance of notices, and attendance of meetings will result in immediate termination of the grievance process and in an automatic determination adverse to the party who did not comply with this procedure.

Chapter 14

FAMILY DEBTS TO THE PHA

INTRODUCTION

This Chapter describes the PHA's policies for the recovery of monies which are owed 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
- Credit bureaus
- Income tax set-off programs

A. PAYMENT AGREEMENT FOR FAMILIES

A Payment Agreement as used in this Plan is a document entered into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement. It is used as a last resort by the PHA as a means for families to pay a debt owed to the PHA.

There is no maximum amount for which the PHA will enter into a repayment agreement with a family.

Except under extenuating circumstances, the maximum length of time the PHA will enter into a payment agreement with a family is 12 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 family's repayment agreement is in arrears, the PHA may:

Require the family to pay the balance in full
Pursue civil collection of the balance due
Terminate tenancy

If the family requests a transfer to another unit and has a payment agreement in place the balance must be paid in full before the family will be permitted to move.

Denial of Payment Agreement

There are some circumstances in which the PHA will not enter into a repayment agreement. They are:

If the family already has a Payment Agreement in place.
If the PHA determines that the family committed repeated program fraud resulting in a retroactive rent.
If the debt is owed due to maintenance charges resulting from a transfer.
If the family fails to provide documentation that there are no other resources available to pay the debt.

Guidelines for Payment Agreements

Payment Agreements will be executed between the PHA and the head of household.

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 Property Manager.

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 changes in a timely manner will be required to repay in accordance with the guidelines in the Payment Agreement Section of this Chapter.

C. WRITING OFF DEBTS

After a resident has vacated, a letter itemizing any charges owed and disposition of the Security Deposit will be mailed to the last known address or to the forwarding address supplied by the resident within 45 days after vacating. In the event a balance is owed, the letter will request payment in full or for the PHA to be contacted to make payment arrangements.

All debts will be submitted to the State Income Tax Set-Off Program for collection purposes.

Bad Debts will be written off on a schedule as determined by the PHA.

Chapter 15

COMMUNITY SERVICE REQUIREMENT

[24 CFR Part 960 Subpart F and 24 CFR 903.7]

INTRODUCTION

The Quality Housing and Work Responsibility Act of 1998 mandates PHA's to require that adults living in public housing comply with community service requirements. On March 29, 2000, the Changes to Admission and Occupancy Requirements in the Public Housing and Section 8 Housing Assistance Program Final Rule was published in the Federal Register. Community Service requirements are effective October 1, 2000 for PHA's with fiscal years that start on or after 10/1/01

IMPORTANT NOTICE

The community service requirement has been suspended for Federal Fiscal Year 2002, for all developments except HOPE VI developments (Department of Veteran Affairs and Housing and Urban Development, and Independent Agencies Appropriation Act, 2002, at Section 432). A HOPE VI development is defined as "any public housing development that is or was funded with any amount of HOPE VI funding, or any predecessor program for the revitalization of severely distressed public housing." For non-HOPE VI developments, PHA's may continue to implement or enforce current community service requirements until the beginning of their 2002 fiscal years. Alternatively, PHA's may choose to suspend the requirement immediately.

The Community Service Requirement of the Hampton Redevelopment and Housing Authority Public Housing Lease was suspended during the Federal Fiscal Year 2002. Congress eliminated the suspension on February 21, 2003, upon passage of the Appropriations bill for the Federal Fiscal Year 2003. All Hampton Redevelopment and Housing Public Housing Residents were informed February 28, 2003 that, effective April 1, 2003, the Authority will reinstate the Community Service Requirement of the Public Housing Lease.

A. REQUIREMENT

The amendment requires that public housing leases have a term of twelve (12) months and shall be automatically renewed for all purposes except for noncompliance with the community service requirements.

Each adult resident of the PHA shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for 8 hours per

month; or

Perform 8 hours per month of combined activities (community service and economic self-sufficiency program)

B. EXEMPTIONS

All residents claiming an exemption must complete a Community Service Requirement Exemption Form. Self certification is sufficient for residents 62 years or older and the disabled individual exemption. All the remaining exemptions require third party verification. Exemptions are given to any individual who:

The PHA shall provide an exemption from the community service requirement for any individual who:

1. Is 62 years of age or older;
2. Is a blind or disabled individual, as defined in Section 216(i)(1) or 1614 of the Social Security Act, and who is unable to comply with this section, or who is a primary caretaker of such individual; or
3. **Family members** who are engaged in a work activity, as defined in Section 407(d) of the Social Security Act (works at least 30 hours per week); or
4. **Is temporarily disabled and unable to comply with this section; temporary disability is defined as lasting for a duration of four weeks or longer (requires medical verification from health provider); or**
5. **Family members who are or would be exempt from work activity under part A title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program (VIEW), and has not been found by the State or other administering entity to be in noncompliance with that a program.**

The PHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older. The PHA will permit residents to change exemption status during the year if status changes.

C. DEFINITIONS OF AWORK ACTIVITIES@ FOR EXEMPTION PURPOSES

AWorking@ is defined as:

Unsubsidized employment

Subsidized private sector employment

Subsidized public sector employment

Work experience (including work associated with the refurbishing of publicly

assisted housing) if sufficient private sector employment is not available

On-the-job training

Job search and job readiness programs

Community service programs

Vocational educational training (not to exceed 12 months for any individual)

Education directly related to employment (high school diploma or equivalency)

Satisfactory attendance at a secondary school

Provision of child care services to an individual who is participating in a community services program

D. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by HUD as: Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.

These economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

In addition to the HUD definition above, the PHA definition includes any of the following:

Participating in the Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan.

Participating in the Family Self-Sufficiency Program and attending at least two FSS events annually.

The PHA will consider a broad range of self-sufficiency opportunities.

E. DEFINITION OF COMMUNITY SERVICE ACTIVITY

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community. The PHA will give residents the greatest choice possible in identifying community service opportunities.

1. Resident Council membership activities **such as serving as an officer, attendance of meetings, hall monitoring, resident patrol, litter patrol,**

supervising and active participation in any resident council sponsored activity;

2. Volunteering at city recreational centers, **particularly those serving the public housing communities located in Lincoln Park and North Phoebus;**
3. Participation in community clean-up or beautification activities; Volunteer work in a local hospital, church, homeless shelter, school or other community service organizations;
4. Any other community service activity approved by the PHA. Organizations sponsored by United Way such as the American Red Cross, Foodbank of the Peninsula, Peninsula Agency on Aging etc. are acceptable.
5. Other activities as approved by the PHA on a case-by-case basis.

F. PROHIBITIONS

The Reform Act specifically prohibits political activity as a community service.

PHA-s may not replace PHA employees with community service residents.

G. NOTIFICATION OF THE REQUIREMENT

Upon admission and each annual reexamination thereafter, the PHA will do the following:

The PHA shall notify each head of household and adult family members of the community service requirement. Each adult household member will sign a Community Service Requirement Lease Addendum. The lease addendum explains the requirement, provides information regarding exemptions, suitable work and community services activities. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

Family members claiming an exemption will do so at the time of the annual reexamination. The PHA shall verify such claims.

Families subject to performing community service activities will be advised of the effective date their obligation begins. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place.

The PHA will provide or make available a supply of the HRHA Community Service Activity Reporting Form to the family.

H. ANNUAL DETERMINATIONS

The PHA shall review and determine compliance of the resident-s household with this ACOP 2006 Community Service Requirement 15-4

requirement thirty (30) days before expiration of each lease term (annually).

For each public housing resident subject to the requirement of community service, the PHA shall, 30 days before the expiration of each lease term, review and determine the compliance of the resident with the community service requirement.

Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

I. DOCUMENTATION

Reasonable documentation must verify the community service or self-sufficiency activity. The resident will be responsible for providing management with a certification of community service hours in a timely manner in an acceptable format. A supply of the HRHA Community Service Activity Reporting Form will be available in each rental office for residents to take to their volunteer activity provider to confirm participation.

Family members will not be permitted to self-certify that they have complied with community service requirements.

J. NONCOMPLIANCE

The PHA will notify any family found to be in noncompliance of the following:

1. The family member(s) has been determined to be in noncompliance;
2. That the determination is subject to the grievance procedure; and
3. That, unless the family member(s) enter into an agreement to comply, PHA may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household.

Approximately 60 days prior to the end of the lease term, the PHA will provide written notice requiring the family to submit documentation that all subject family members have complied with the service requirement. The family will have 10 business days to submit the PHA required documentation form(s).

If the family fails to submit the required documentation within the required timeframe, or PHA approved extension, the subject family members will be considered noncompliant with community service requirements, and notices of noncompliance will be issued.

K. OPPORTUNITY FOR CURE

The PHA will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month

period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

The head of household and the noncompliant must sign the agreement to cure.

Ineligibility for Occupancy for Noncompliance

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the PHA shall take action to terminate the lease.

The PHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the community service requirement and failed to comply with the requirement.

Chapter 16

GLOSSARY

I. TERMS USED IN DETERMINING RENT

ANNUAL INCOME (24CFR 913.106)

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, worker's compensation, and severance pay.
6. All welfare assistance payments received by or on behalf of any family member. (24CFR 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.

MANDATORY EXCLUSIONS FROM ANNUAL INCOME (24 CFR 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, YouthBuild programs); 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.
 - (e) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- 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. Disallowance of Earned Income From Rent Determinations:
 - a. The rent will not increase as a result of increased income due to employment during the twelve (12) month period beginning on the date the employment began, when the earned income increase is the result of a family member who:
 - (1) was unemployed for at least the previous twelve (12) months; or
 - (2) is participating in a self-sufficiency program or job training program; or

- (3) is, or was in the past six (6) months, receiving welfare.
- b. Upon expiration of the twelve (12) month exclusionary period, the rent payable by the family will be increased due to the continued employment of the family member, except that during the next twelve (12) month period the amount of the rent increase may not be greater than 50 percent of the amount of the total rent increase that would be applicable if the income were not exclusionary.
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 Statute 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 Program

National Volunteer Antipoverty Programs such as:

VISTA
Peace Corps
Service Learning Program
Special Volunteer Programs

Small 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 submarginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]
- e. Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624 (f)]
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 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 judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 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 USC 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 USC 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 Agent 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 USC 9858q)
- m. Earned income tax credit refund payments received on or after January 1,

1991. (26 USC 32)(j).

- n. Living allowances under Americorps Program (Nelson Diaz Memo to George Latimer 11/15/94)

ADJUSTED INCOME

Annual income, less allowable HUD deductions.

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 unreimbursed 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 unreimbursed 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 unreimbursed 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 unreimbursed 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 unreimbursed 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

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

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 CFR 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.

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

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.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

Annual Income After Allowances: The Annual Income (described above) less the HUD-approved allowances.

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

"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: The 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 are not counted as assets. (Also see "net family assets.")

Asset Income: Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Assistance applicant: A family or individual that seeks admission to the public housing program.

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: Maximum rent allowed for some units in public housing projects.

Certification: The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

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

Community service: The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

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. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

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 CFR 945.105)

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

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:
 - (i) Is expected to be of long-continued and indefinite duration;
 - (ii) Substantially impedes his or her ability to live independently; and
 - (iii) 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 Person: See Person with Disabilities.

Disallowance: Exclusion from annual income.

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), 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. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

Drug-Related Criminal Activity: Drug trafficking or the 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 programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, 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 Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

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: A family is defined by the PHA in the Admission and Continued Occupancy Plan.

Evidence: Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

Exceptional Medical or Other Expenses: Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which 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 annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;

- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

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 s/he 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 s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he 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 housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the income method. Flat rent establish by the PHA at a rate based upon the rental value of the unit which HUD interprets to be the same as reasonable market value for comparable units in the community or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

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 which 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 adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

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 U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, 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: Department of Housing and Urban Development.

HUD Requirements: HUD requirements for the Section 8 programs. 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.

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

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Income: Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

Income-based Rent: The tenant rent paid to the PHA that is based on family income and the PHA rental policies. The PHA uses a percentage of family income or some other reasonable system to set income-based rents. The PHA has broad flexibility in deciding how to set income-based rent for its tenants. However, the income-based tenant rent plus the PHA's allowance for tenant paid utilities may not exceed the "total tenant payment" as determined by a statutory formula.

Income For Eligibility: Annual Income.

Income Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Income Targeting: The HUD admissions requirement that PHA's not admit less than the number required by law of families whose income does not exceed 30% of the area

median income in a fiscal year.

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.

INS: The U.S. Immigration and Naturalization Service.

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.

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

Local Preference: A preference used by the PHA to select among applicant families.

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of 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: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

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.

Minor: A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Mixed population development: A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

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. (24 CFR 5.504(b))

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:

A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or

bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

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.

Participant: A family that has been admitted to the PHA program, and is currently assisted in the program.

PHA: A housing authority who operates Public Housing.

Person With Disabilities:

1. A person who has a disability, as defined in 42 U. S. C. 423, and is determined, under HUD regulations, to have a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
2. A person who has a developmental disability as defined in 42 U.S.C. 6001.
3. An "individual with handicaps", as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities
4. Does not exclude persons who have AIDS or conditions arising from AIDS
5. Does not include a person whose disability is based solely on any drug or alcohol dependence (for low income housing eligibility purposes)

Premises: The building or complex in which the dwelling unit is located including common areas and grounds.

Previously Unemployed: Includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Processing Entity: The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

(24 CFR5.520)

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: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

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). ("PHA" and "PHA" mean the same thing.)

Qualified Family: A family residing in public housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within 6 months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local TANF agency and Welfare to Work programs. TANF includes income and benefits & services such as one time payments, wage subsidies & transportation assistance, as long as the total amount over a 6-month period is at least \$500.

Quality Housing And Work Responsibility Act of 1998: The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

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 no interim changes are reported by the family.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Residency Preference: A local preference for admission of persons who reside in a specified geographic area.

Responsible Entity: (For Non-citizen rule) The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

Responsible Entity: For the public housing, Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

Secretary: The Secretary of Housing and Urban Development.

Security Deposit: A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.

Section 214: Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Serviceperson: A person in the active military or naval service (including the active reserve) of the United States.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

Specified Welfare Benefit Reduction:

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

"Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

- 1. at the 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; or
3. because a family member has not complied with other welfare agency requirements.

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.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Subsidized Project: A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

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
Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
Direct loans pursuant to Section 202 of the Housing Act of 1959; or
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;
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 the project is owned by a Public Housing Agency;
A Public Housing Project.

Subsidy Standards: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.(24 CFR 5.504(b))

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period

Tenant: (Synonymous with resident) The person or persons who executes the lease as lessee of the dwelling unit.

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income; or
 - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

Unit/housing Unit: Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

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: The PHA's estimate of the average monthly utility bills for an energy-

conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

Utility Reimbursement 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 meant a lower-income family which included eight or more minors. (Term no longer used)

Very Low-Income Families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds 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 therefrom under conditions other than dishonorable.

Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

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 assistance" means income assistance from Federal or State welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs.** The definition borrows from the Department of Health and Human Services' TANF definition of "assistance" and excludes nonrecurring short-term benefits designed to address individual crisis situations. **For FSS purposes, the following do not constitute welfare assistance: food stamps; emergency rental and utilities assistance; and SSI, SSDI, and Social Security.** (24 CFR 5.603(d))

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

Annual Contributions Contract

Code of Federal Regulations

Family Self Sufficiency (program)

Housing and Community Development Act

Housing Quality Standards

Department of Housing and Urban Development

(U.S.) Immigration and Naturalization Service

NAHA (Cranston-Gonzalez) National Affordable Housing Act

NOFA Notice of Funding Availability

OMB (U.S.) Office of Management and Budget

PHA Public Housing Agency

QHWRA Quality Housing and Work Responsibility Act of 1998

SSA Social Security Administration

TTP Total Tenant Payment

Chapter 17

PROGRAM INTEGRITY ADDENDUM

INTRODUCTION

The US 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 which 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 the tenant file.
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 which 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 which 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. Lease Orientation Session. Mandatory orientation sessions will be conducted by the Property Manager for all prospective tenants either prior to or upon execution of the lease.
2. 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.
3. Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.
4. 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
5. 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 recertifications, 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.
 - 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 which 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 by the tenant) in the following circumstances:

At the time of final eligibility determination

When an allegation is received by the PHA wherein unreported income sources are disclosed.

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 Property 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. Property Managers will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

1. File Review. An internal file review will be conducted to determine:

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.

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 Property 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 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 which 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, case workers 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. A high standard of courtesy and professionalism will be maintained by the PHA Staff Person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. 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 file, or in a separate "work file." In either case, the tenant file or work file shall be kept in a secure location. Such cases under review will not be discussed among PHA Staff unless they are involved in the process, or have information which may assist in the investigation.

G. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the Property Manager will then determine 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 of violation. (Procedural, non-compliance, fraud.)

Whether the violation was intentional or unintentional.

What amount of money (if any) is owed by the tenant.

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.

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 which contains the following:

A description of the non-compliance and the procedure, policy or obligation which was violated.

The date by which the violation must be corrected, or the procedure complied with.

The action which will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA.

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 lease termination notice. The notice will contain the following:

A description of the violation and the date(s).

Any amounts owed to the PHA.

A 5 business 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 continue 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 which was violated. The staff person will complete summary of the meeting, 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 certification and the dwelling lease 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 which 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. 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:

Terminate tenancy and demand payment of restitution in full.

Terminate tenancy and pursue restitution through civil litigation.

Continue assistance at the correct rent upon repayment of restitution in full.

Permit continued occupancy at the correct rent and execute a payment agreement in accordance with the PHA's payment agreement policy.

5. Notification to Tenant of Proposed Action

The PHA will notify the tenant of the proposed action within 7 calendar days of the informal discussion.

CHAPTER 18

REASONABLE ACCOMMODATION

PART I: POLICIES RELATED TO PERSONS WITH DISABILITIES

A. OVERVIEW

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

The PHA must ensure that persons with disabilities have full access to the PHA's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the public housing program [24 CFR 8].

The PHA must provide a notice to each tenant that the tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the tenant can meet lease requirements or other requirements of tenancy [24 CFR 966.7(b)].

PHA Policy

The PHA will ask all applicants and resident families if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the PHA, by including the following language:

“If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority.”

A specific name and phone number will be indicated as the contact for requests for accommodation for persons with disabilities.

B. DEFINITION OF REASONABLE ACCOMMODATION

A “reasonable accommodation” is a change, exception, or adjustment to a rule, policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since rules, policies practices and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act .

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the PHA, or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

Types of Reasonable Accommodations

When it is reasonable (see definition above and Section 18.E), the PHA shall accommodate the needs of a person with disabilities. Examples include but are not limited to:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits
- Permitting a higher utility allowance for the unit if a person with disabilities requires the use of specialized equipment related to the disability
- Modifying or altering a unit or physical system if such a modification or alteration is necessary to provide equal access to a person with a disability
- Installing a ramp into a dwelling or building
- Installing grab bars in a bathroom
- Installing visual fire alarms for hearing impaired persons
- Allowing a PHA-approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities, and would not be otherwise living in the unit.
- Providing a designated handicapped-accessible parking space
- Allowing an assistance animal
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff
- Displaying posters and other housing information in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair

18 I C. REQUEST FOR AN ACCOMMODATION

If an applicant or participant indicates in writing, orally, or by a third party on behalf of an applicant or participant that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the PHA treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The family must explain what type of accommodation is needed to provide the

person with the disability full access to the PHA's programs and services.

If the need for the accommodation is not readily apparent or known to the PHA, the family must explain the relationship between the requested accommodation and the disability.

PHA Policy

The PHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, the PHA will consider the accommodation any time the family indicates (orally or by a third party) that an accommodation is needed whether or not a formal written request is submitted.

18 I D. VERIFICATION OF DISABILITY

The regulatory civil rights definition for persons with disabilities is provided in Exhibit 2-1 at the end of this chapter. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.

Before providing an accommodation, the PHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the PHA's programs and services.

If a person's disability is obvious or otherwise known to the PHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to the PHA, the PHA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the PHA will follow the verification policies provided in Chapter 7. All information related to a person's disability will be treated in accordance with the confidentiality policies provided in Chapter 16 (Program Administration). In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]
- The PHA must request only information that is necessary to evaluate the disability-related need for the accommodation. The PHA may not inquire about the nature or extent of any disability.

- Medical records will not be accepted or retained in the participant file.

18 I E. APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]

The PHA must approve a request for an accommodation if the following three conditions are met.

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the PHA, or fundamentally alter the nature of the PHA's operations.

Requests for accommodations must be assessed on a case-by-case basis. The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the PHA at the time of the request, the benefits that the accommodation would provide to the family, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before making a determination whether to approve the request, the PHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that the PHA may verify the need for the requested accommodation.

PHA Policy

All requests will be logged on the HRHA Reasonable Accommodation Request Log by department. The log will include the name of the individual requesting the accommodation, the client number associated with that individual, the date of request, description of the accommodation requested, whether it was approved or denied and the date of notice regarding the decision.

After a request for an accommodation is presented, the PHA will respond, in writing, within 10 business days.

If the PHA denies a request for an accommodation because there is no relationship, or nexus, found between the disability and the requested accommodation, the notice will inform the family of the right to appeal the PHA's decision through an informal hearing (if applicable) or the grievance process (see Chapter 14).

If the PHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the PHA's operations), the PHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a

fundamental alteration to the public housing program and without imposing an undue financial and administrative burden.

If the PHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, the PHA will notify the family, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the family. The notice will inform the family of the right to appeal the PHA's decision through an informal hearing (if applicable) or the grievance process (see Chapter 14).

18 I F. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS

HUD regulations require the PHA to take reasonable steps to ensure that persons with disabilities related to hearing and vision have reasonable access to the PHA's programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, the PHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

PHA Policy

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with PHA staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

18 I G. PHYSICAL ACCESSIBILITY

The PHA must comply with a variety of regulations pertaining to physical accessibility, including the following.

- PIH 2002-01 (HA), Accessibility Notice
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

The PHA's policies concerning physical accessibility must be readily available to applicants and resident families. They can be found in three key documents.

- This policy, the Admissions and Continued Occupancy Policy, describes the key policies that govern the PHA's responsibilities with regard to physical accessibility.
- Notice PIH 2002-01(HA) Accessibility Notice (which must be posted in the public housing offices in a conspicuous place) summarizes information about pertinent laws and implementing regulations related to non-discrimination and accessibility in federally-funded housing programs.
- The PHA Plan provides information about self-evaluation, needs assessment, and transition plans.

The design, construction, or alteration of PHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the public housing program.

18 I H. DENIAL OR TERMINATION OF ASSISTANCE

A PHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 966.7].

When applicants with disabilities are denied assistance, the notice of denial must inform them of their right to request an informal hearing [24 CFR 960.208(a)].

When a family's lease is terminated, the notice of termination must inform the family of their right to request a hearing in accordance with the PHA's grievance process [24 CFR 966.4(l)(3)(ii)].

When reviewing reasonable accommodation requests, the PHA must consider whether reasonable accommodation will allow the family to overcome the problem that led to the PHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the PHA must make the accommodation [24 CFR 966.7].

In addition, the PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing process [24 CFR 966.56(h)].

18 I I. TRANSFERS TO ACCOMMODATE A REASONABLE ACCOMMODATION REQUEST

See Chapter 8

18 I J. MOVING COSTS

The PHA will pay all documented costs for requested reasonable accommodation requests, including payment of moving costs, fees and expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability unless the accommodation will result in a fundamental alteration in the nature of the Authority's programs or an undue financial and administrative burden on the Authority (24CFR 8.27 a).

18 I K OCCUPANCY OF ACCESSIBLE DWELLING UNITS (24 CFR 8.27)

The PHA shall also modify its ACOP and Transfer policies and procedures in order to maximize the occupancy of its accessible units by eligible individuals whose disability requires the accessibility features of the particular unit.

PHAs shall also take reasonable non-discriminatory steps to maximize the utilization of accessible units by eligible individuals whose disability requires the accessibility features of the particular unit. To this end, when an accessible unit becomes vacant, the PHA shall:

- a. First, offer the unit to a current occupant with disabilities in the same development that requires the accessibility features of the vacant accessible unit and occupying a unit not having those accessibility features. The PHA must pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability.
- b. Second, if there is no current resident in the same development who requires the accessibility features of the vacant, accessible unit, the PHA will offer the unit to a current resident with disabilities residing in another development that requires the accessibility features of the vacant, accessible unit and occupying a unit not having those accessibility features.
- c. Third, if there is no current resident who requires the accessibility features of the vacant, accessible unit, then the PHA will offer the vacant, accessible unit to an eligible, qualified applicant with disabilities on the PHA's waiting list who can benefit from the accessible features of the available, accessible unit.
- d. Fourth, if there is not an eligible qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, then the PHA should offer the available accessible unit to an applicant on the waiting list who does not need the accessible features of the unit. However, the PHA may require the applicant to execute a lease that requires the resident to relocate, at the PHA's expense, to a non-accessible unit within thirty (30) days of notice by the PHA that there

is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit (24 CFR 8.27). Although the regulation does not mandate the use of the lease provision requiring the nondisabled family to move, as a best practice, FHEO strongly encourages recipients to incorporate it into the lease. By doing so, a recipient may not have to retrofit additional units because accessible units are occupied by persons who do not need the features of the units. In addition, making sure that accessible units are actually occupied by persons who need the features will make recipients better able to meet their obligation to ensure that that their program is usable and accessible to persons who need units with accessible features (24 CFR 8.20).

A PHA may not prohibit an eligible disabled family from accepting a non-accessible unit for which the family is eligible that may become available before an accessible unit. The PHA is required to modify such a non-accessible unit as needed, unless the modification would result in an undue financial and administrative burden.

PART II: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

18 II A. OVERVIEW

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the public housing program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 in the *Federal Register*.

The PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Admissions and Continued Occupancy Policy, LEP persons are public housing applicants and resident families, and parents and family members of applicants and resident families.

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the public housing program; (2) the frequency with which LEP persons come into contact with the program;

(3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the PHA.

18 II B. ORAL INTERPRETATION

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

PHA Policy

The PHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible, the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents. Where feasible and possible, the PHA will encourage the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the PHA. The interpreter may be a family member or friend.

18 II C. WRITTEN TRANSLATION

Translation is the replacement of a written text from one language into an equivalent written text in another language.

PHA Policy

In order to comply with written-translation obligations, the PHA will take the following steps:

The PHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally;
or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the PHA may not translate vital written materials, but will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

18 II D. IMPLEMENTATION PLAN

After completing the four-factor analysis and deciding what language assistance services are appropriate, the PHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If the PHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the PHA's public housing program and services.

PHA Policy

If it is determined that the PHA serves very few LEP persons, and the PHA has very limited resources, the PHA will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

If the PHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.

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| EXHIBIT 18-1: DEFINITION OF A PERSON WITH A DISABILITY UNDER FEDERAL CIVIL RIGHTS LAWS [24 CFR Parts 8.3, 25.104, and 100.201] |
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A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase "physical or mental impairment" includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic

brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major live activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the public housing program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this definition of disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the \$400 elderly/disabled household deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the public housing program, yet an accommodation is needed to provide equal opportunity.

Home Ownership Program Dwelling Lease Addendum

The Hampton Redevelopment and Housing Authority, hereinafter called the Management, and _____, hereinafter called the Resident, have entered into a Contract of Participation as a condition of the Resident's participation in the Homeownership Program operated by the Management.

A. The Dwelling Lease between the Management and the Resident is modified as follows:

Section 7.a: Maintenance Charges is modified by the addition of the following sentence:

The Resident agrees to the transfer of responsibility for the payment of all maintenance work and associated costs from the Management to the Resident as provided for in the Contract of Participation executed by the Management and the Resident.

Section 11.a: Maintenance, Damage and Repair is modified by the addition of the following sentence:

The Resident agrees to maintain the grounds, lawns, flower beds and shrubbery in decent, safe and sanitary condition and in compliance with local housing codes regarding such.

Section 13. Utilities is modified by the addition of the following paragraph:

e. The Resident agrees to the transfer of responsibility for the payment of all utilities, including heat, hot and cold water, fuel for cooking, electricity for lighting and general household appliances, and sanitary sewer service from the Management to the Resident as provided for in the Contract of Participation executed by the Management and the Resident.

Section 14. Redetermination of Rent, Apartment Size and Eligibility; f. Transfer: is modified by the addition of the following paragraph:

(5.) Compliance with Terms of the Contract of Participation

The Resident acknowledges that the assignment and continued occupancy of the Home Ownership dwelling unit, subject to the Dwelling Lease and this Lease Addendum, is contingent upon the Resident's and the Management's execution of a Contract of Participation. The Resident's eligibility for continued occupancy of this dwelling unit is contingent upon the Resident's compliance with all terms and conditions in the Contract of Participation. The

Resident acknowledges that if he fails to comply with material terms of the Contract of Participation between the Management and the Resident, that Management may require the Resident to transfer from the Home Ownership dwelling unit to another Public Housing dwelling unit which, in the Management's sole judgement, meets the family's need for safe, decent, sanitary, affordable housing. The Resident agrees to move to the Public Housing dwelling unit in accordance with the Authority's Transfer Policy. The Resident's failure to move to another Public Housing apartment constitutes a breach of the material terms of the Dwelling Lease and this Lease Addendum, and is grounds for terminating the Dwelling Lease.

- B. Except as modified under this Lease Addendum, all terms and conditions of the Dwelling Lease executed by the Management and the Resident remain in full force as provided in the Dwelling Lease. In case of any conflict between the provisions of this Lease Addendum and any other provisions of the Dwelling Lease, the provisions of this Lease Addendum shall prevail.

HAMPTON REDEVELOPMENT AND HOUSING AUTHORITY

By _____

_____, Resident

_____, Resident

_____, Resident

_____, Resident

This Lease Addendum was explained to the Resident by:

on _____, _____



****Revised 9/19/07, Effective 1/1/08****

DWELLING LEASE

HAMPTON REDEVELOPMENT AND HOUSING AUTHORITY

Unit #: _____ Client #: _____

Monthly Rent: \$ _____

Effective Date of Lease: _____

Security Deposit: \$ _____

This lease is made by and between the Hampton Redevelopment and Housing Authority (hereinafter called the Management), and _____ (hereinafter called the Resident).

The Management, relying upon the representation of the Resident as to the Resident's employment, household composition and all income of the Resident and the Resident's household, and in consideration of the rentals hereby reserved, does hereby let to the Resident and the Resident hereby rents from the Management, upon the terms of this lease, the property located a _____, Apartment # _____ in Project VA 17 - _____, known as _____ situated in the city of Hampton, Virginia, Zip Code _____ upon the following terms and conditions:

1. Term of the Lease: The initial term of this lease shall be _____ months _____ days and shall commence on _____ and end on _____ pursuant to the agreements, terms, conditions which are hereby agreed to by the resident and the Management. In accordance with the U.S. Housing Act amendment entitled *The Quality Housing and Work Responsibility Act* (QHWRA) enacted October 18, 1998, this lease will self-renew for successive terms of twelve (12) months unless not renewed as permitted by Section 14.g of this lease.

2. Occupancy of the Premises: The premises will be used exclusively as a private residence and will be occupied only by the persons named in this lease agreement. If there is to be any change in the named occupants of the premises, excluding natural births, it must be approved in advance in writing by the Management and in compliance with the Authority's Occupancy Policy. The names of the members of the household who will reside in the apartment, their sex, dates of birth, and their relationship to head of household are as follows:

| Name | Date of Birth | Sex | Relationship |
|------|---------------|-----|-------------------|
| | | | Head of Household |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

3. Payment of Rent: Resident will pay the full amount of rent of \$ _____ upon execution of this lease. The prorated rent will be calculated and charged to the account. Rent must be paid by check or money order. Rent must be paid at the Management Office of the apartment complex in which the Resident resides or at the Central Office of Hampton Redevelopment and Housing Authority, P. O. Box 280 (22 Lincoln Street, 5th Floor), Hampton, Virginia 23669. Rent will remain in effect unless adjusted by the Authority in accordance with the Authority's Occupancy Policy and Sections 14 and 34 of this lease.

4. Security Deposit: The Resident agrees to pay the Management, upon occupancy, a Security Deposit the lesser of one month's rent or \$100. At the termination of this lease when the Management gains possession of the apartment, the Security Deposit plus any interest earned will be used to defray the cost of cleaning or repairing any damages to the apartment and any equipment on the premises beyond normal wear and tear, and to pay any rent or other charges owed by the Resident. Any part of the Security Deposit and earned interest not used for these purposes will be mailed to the Resident at the forwarding address furnished by the Resident. Interest will be accrued at the rate established by laws of the Commonwealth of Virginia on the Security Deposit which the Management holds for thirteen (13) months or longer. An itemized statement of deductions from the Security Deposit will be mailed to the Resident at their forwarding address no later than forty-five (45) days after the Resident vacates the premises. The Resident may request to see a report of his Security Deposit and accrued interest during regular business hours by making an appointment with Management at the Management Office of the apartment complex in which the resident lives.

5. Timely Payment: For the purpose of this lease, timely payments of rent and other charges are defined as receipt of payment by the Management on or before the first day of the month in which the payments are due.

6. Late Charge: The resident agrees that all rent and other charges are due and payable in advance on the first day of each month. Payments which are not received by Management by the close of business on the fifth calendar day of the month will be considered delinquent. The Resident agrees to pay the Management a twenty-five dollar (\$25.00) late charge if all rent and other charges due on the first of each month are not received by Management by the close of business on the fifth calendar day of the month. Late charges are due and payable on the first day of the month following the month in which the charge is incurred. Payments which are late will be accepted by the Management with reservation.

7. Other Charges: Other charges incurred by the Resident in accordance with provisions of this lease, including but not limited to charges for maintenance and excess utilities, are due and payable on the first day of the second month following the month in which the charge is incurred.

a. Maintenance Charges: Except for normal wear and tear, the Resident agrees to pay reasonable charges for repair of damage to the leased premises or apartment complex caused by the Resident, the Resident's household, or guests, in accordance with the list of maintenance charges posted in the Management Office. Such charges are due and payable on the first day of the second month following the month in which the charges are incurred.

b. Utility Charges: The Management will charge the Resident for excess utility consumption above the allowances posted at rates not exceeding the cost to the Management of such utilities. Utility allowances, rates, and minimum charges, and a list of appliances provided by the Management are posted in the Management Office. Amounts billed for excess utility consumption will be due and payable by the Resident to the Management on the first day of the second month following the month in which the charges are incurred.

8. Returned Check Charge: If the Resident pays the Management with a check that is returned by the bank for any reason, the Resident agrees to pay the Management a Twenty Dollar (\$20.00) processing fee in addition to the current returned check fee incurred by the Authority as a result of the returned check. Returned checks must be

redeemed by cashier's check or money order. The Management may take any other actions legally available to it against the Resident when payments are made by a check which is returned by the bank for any reason. The Management reserves the right to refuse to accept personal checks for further payments if the Resident has paid the Management with a returned check.

9. Application of Payments: Payments will be credited to past due rent first and then to current rent due before being applied to other charges. Payments will be credited to past due other charges before being applied to current other charges.

10. Cost of Legal Proceedings: Should the Management deem it necessary to institute collection or court proceedings to enforce its rights or remedies under the lease, the Resident will be responsible for all court costs and fees including the Management's reasonable attorney's fees if actually incurred, if the Resident acknowledges the debt or a court finds in favor of the Management.

11. Maintenance, Damage, and Repair: The Resident agrees to use reasonable care to keep the Resident's apartment in such condition as to prevent health or sanitation problems from arising. The Resident agrees to refrain from and will cause the Resident's household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or apartment complex. The Resident agrees to immediately notify the Management of any damages to the premises causing a hazard to life, health, or safety. The Resident agrees to notify the Management of damages to the Resident's apartment and of unsafe conditions in the common areas and grounds of the apartment complex.

a. The Resident will keep the premises and such other areas as may be assigned to the Resident for the Resident's exclusive use in a clean and safe condition. **The Resident will immediately notify the management of any smoke detector malfunction.** The Resident agrees to properly maintain the unit to prevent mold and mildew. The Resident agrees not to block any window, door, or electrical breaker box. The Resident agrees not to create tripping hazards from the installation of cable, telephone, or computer wires. The Resident agrees to maintain the Resident's front and back yards or other assigned areas in good condition and free of trash.

b. The Resident will comply with all obligations imposed upon the Resident by applicable provisions of building and housing codes materially affecting health and safety, and will not keep flammable liquids or any other highly combustible materials including gasoline or kerosene in or near the premises. The Resident agrees to pay for fire damage to the premises or Management's property caused by any fire, which the Hampton Fire Department determines in its official report, was due to the negligence or fault of the Resident, the Resident's household, guests or other occupants of the premises.

c. The Resident agrees to dispose of all trash, garbage, rubbish and other waste from the premises in a sanitary and safe manner and in the appropriate receptacles provided by the Management. If the Resident has a mobile trash toter, the Resident agrees to return the toter to its proper storage area by midnight on the day of the trash pickup.

d. The Resident agrees to use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, safety devices including smoke detectors, and other facilities and accessories including elevators only in a normal, reasonable, and prudent manner, as determined by the Management. The Resident further agrees not to tamper with any of the above.

12. Pest Control: The Resident agrees to request pest control treatment at the first sign of cockroach infestation. The Resident agrees to permit his apartment to be treated from time to time for the control of pest to include cockroaches. The Resident acknowledges that the Management's costs associated with pest control treatment are reasonable charges as described in Section 7a, if the Resident is not prepared for scheduled pest control treatment after receiving notification of the scheduled treatment.

13. Utilities: The Management agrees to furnish the following utilities as reasonably necessary: heat, hot and cold water, fuel for cooking, electricity for lighting and general household appliances, and sanitary sewer service. No

charge will be imposed for providing reasonable amounts of these utilities, except that if the Resident's consumption of utilities exceeds the utility allowances posted in the Management Office.

- a. The Management will not be responsible in any way for any failure to furnish utilities by reason of any cause beyond its control.
- b. The Resident agrees to obtain pre-approval from the Management for use of Resident furnished air conditioners, freezers, refrigerators, washing machines, ceiling fans or any other major household appliance.
- c. The Resident agrees to comply with the Management's requirements for installing major appliances including payment for the cost of installation by the Management.
- d. The Resident agrees to obtain pre-approval from the Management for installation of additional cable or telephone outlets. The Resident agrees to obtain pre-approval from the Management for the installation of satellite dish service, which must be installed in accordance with the Management's specifications.

14. Redetermination of Rent, Apartment Size, and Eligibility:

a. Annual Recertifications of the Rent: The status of each family is to be reexamined at least once a year. The Resident agrees to furnish accurate information to the Management concerning income and source of income of all family members, assets, household composition, and related information necessary to determine eligibility, annual income, adjusted income and rent. The Management will determine whether the rent must be changed, whether the apartment size is appropriate for the Resident's needs, and whether the Resident is still eligible for low-rent housing. The Resident agrees to authorize the Management to verify all information affecting the family's eligibility, housing requirements and rent calculations. This determination will be made in accordance with the approved Admission and Continued Occupancy Policy available in the Management Office.

b. Family Choice of Payment: The Authority must provide Public Housing families admitted or subject to recertification after October 1, 1999, the option of electing whether to pay rent based on their income, or to pay flat rent. Flat rent is based on the rental value of the unit which HUD interprets to be the same as reasonable market value for comparable units in the community. In accordance with the approved Admission and Continued Occupancy Policy, the Authority must provide the flat rent information along with the income based rent information annually. At the time of leasing or as part of the recertification process, the family must complete and sign the Family Choice of Payment addendum to indicate their choice of the rent option.

c. Switching Rent Methods to Lower Rent Due to Financial Hardship: If a family has opted to pay flat rent, and has experienced a financial hardship, the family may request in writing to be switched from the flat rent to an income based rent. The financial hardship must meet the criteria as described in Chapter 6, page 58, of the Admission and Continue Occupancy Policy. The rent change will be completed in accordance with Section 14.e of this lease.

d. Interim Redetermination of the Rent: The Resident agrees to report any change in family composition or income to the Management Office in which they reside or the Management Office responsible for their community within ten (10) days of the occurrence of such a change. The Resident's failure to give such notification constitutes grounds for terminating this lease and may result in a retroactive rent change. Rent will not change during the period between regular reexaminations unless, during such period, there has been a change in any or all of the following:

- (1.) household composition
- (2.) sources of household income

(3.) household members receiving income

(4.) Rent formulas or procedures are changed by Federal law or regulation.

(5.) It is found that the Resident has misrepresented the facts upon which the rent is based so that the rent the Resident is paying is less than the rent that should have been charged. The Management then may apply an increase in rent retroactive to the first month following the month in which the misrepresentation occurred, not to exceed twelve (12) months.

(6.) A Resident may submit a request for an interim rent change if factors affecting the family's income represents an extraordinary decline in financial resources. This decline in resources must affect the family for more than 60 days.

e. Rent Adjustments: The Resident will be notified in writing of any rent adjustment due to the situations described above. All the notices will state the effective date of the rent adjustment.

(1.) An adjustment in rent (increase or decrease) due to the annual recertification will become effective on the recertification anniversary date or on the first day of the month after a thirty (30) day notice had been sent.

(2.) An interim adjustment in rent resulting in a rent decrease by or all of the above changes will take effect on the first day of the month following the month in which the change in circumstances takes place, providing the Resident reported the change in a timely manner, as specified above.

(3.) An interim adjustment in rent resulting in a rent increase will become effective the first day of the second month following the month in which the change occurred, or on the first day of the month after a thirty (30) day notice had been sent.

(4.) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report a change of income, or household member receiving income, the Management will apply the increase in rent retroactive to the first of the month following the month the change occurred.

f. Transfers: The Resident agrees that if Management determines that the size or design of the dwelling unit is no longer appropriate for the Resident's needs, the Management will send the Resident written notice. If Management has an apartment of appropriate size or design available for the Resident, the Resident agrees to accept the Management's offer of an apartment of appropriate size or design and agrees to move to that apartment within seven days of receiving the offer. The Resident's failure to move to an apartment of appropriate size or design constitutes grounds for terminating this lease.

(1.) A Resident without disabilities who is housed in an accessible or adaptable unit must transfer to a unit without such features should a Resident or Applicant with disabilities need the unit.

(2.) If a Resident makes an oral, written, or a request is made by a third party requesting a special unit in support of a documented disability, the Management may transfer the Resident to another unit with the special features requested.

(3.) The Management will consider any Resident requests for transfers in accordance with the transfer policy established in the Admission and Occupancy Policy.

(4.) Mandatory transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.

(5.) The PHA will pay all documented costs for requested reasonable accommodation requests, including payment of moving costs, fees and expenses to transfer a resident with a disability to

an accessible unit as an accommodation for the resident's disability unless the accommodation will result in a fundamental alteration in the nature of the Authority's programs or an undue financial and administrative burden on the Authority (24CFR 8.27 a).

The PHA will pay moving costs related to a mandatory transfer due to interruption of utilities, defects in the structure, electrical wiring, plumbing, heating, or by fire, smoke, or water damage caused by the negligence of the Management or by acts of nature.

The resident will pay all moving costs related to the transfer, except when the transfer is due to relocation, renovation of the unit or a life threatening emergency.

g. Community Service Requirement: All non-exempted adult residents are required to participate for at least 8 (eight) hours per month in community service or in an economic self-sufficiency program. Failure to comply with the community service requirement as described in Chapter 15 of the Admissions and Continued Occupancy Policy will result in non-renewal of the twelve (12) month lease.

h. Signing Documents: The head of household and any member of the household whose name appears on the lease who is 18 years old or older must appear at the Management Office to sign all necessary documents, as notified by Management. Failure to sign all necessary documents constitutes grounds for terminating this lease.

15. Policies, Rules, and Regulations: The Resident agrees to abide by such necessary and reasonable policies, rules, and regulations as may be established by the Management for the benefit and well-being of the apartment complex and its Residents.

16. Subletting: The Resident agrees not to assign this lease, nor to sublet or transfer possession of the premises, nor give accommodations to boarders or lodgers or other persons not named in Section 2 of this lease without the prior written consent of the Management. Subletting includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member. The Resident further agrees not to use or permit the use of the apartment for any purpose other than as a private residence solely for the use of the Resident and the members of the Resident's household named in Section 2 above.

17. Visitors: Any person not included on this lease, who has been in the unit more than 14 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member, and the Resident will be considered in violation of Section 2 of this lease.

a. In the event the family expects a visit to exceed 14 days, the family must submit a request for an extended visit within one business day of the maximum allowable time. The request to Management must be in writing, stating the reasons for the extended visit, and request that the Management approve the extended visit. Such extended visits will not occur unless approved by the Management.

18. Pet Policy: The Resident agrees not to keep any dogs, cats or other pets in or on the premises except as allowed by the Pet Policy posted in the Management Office.

19. Maintenance, Parking of Vehicles: The Resident agrees not to park or to permit the parking of any automobile or vehicle of any kind on the Management's property except in designated parking areas. The parking of vehicles for storage purposes or vehicles not properly registered or inoperable vehicles is prohibited. The Resident acknowledges that parking in other than designated parking areas or storing vehicles or parking vehicles not properly registered or inoperable vehicles may result in the vehicle being towed off Management's property at the owner's expense. Performing any maintenance or washing of any vehicles while on the property is strictly prohibited. The Resident agrees to pay for any damage to the premises, grounds or parking areas caused by any vehicle permitted on the property by the Resident or a household member.

20. Absence, non-use or abandonment: The Resident agrees to notify the management of any anticipated extended absence of more than seven (7) days. It being agreed that the Resident's absence from the premises for thirty (30) consecutive days without prior notification after the rent has become due and remains unpaid or the

resident's removal of substantially all personal possessions will create a conclusive presumption of abandonment. The Resident agrees that any and all property left on the premises after termination of the lease or after abandonment of the apartment will be deemed abandoned property. Such property will be held and disposed of in accordance with the Virginia Landlord Tenant Act 55-248.38:1.

21. Disturbances, noise, etc.: The Resident agrees not to make or permit to be made by any household member, any guests, or any other persons on the premises with the consent of any household member any disturbing noises or do or permit any act that unreasonably interferes with health, safety or the rights of peaceful enjoyment, comforts or convenience of the other Residents of the Community. The Management may terminate the lease if the Management determines that alcohol abuse by the Resident, member of the Resident's household, or any guests has interfered with the health, safety, or right to peaceful enjoyment of the premises by other residents.

22. Illegal or Offensive Activity: The Resident agrees not to engage in or permit any member of the household, any guests, or any other persons on the premises with the consent of any member of the household to engage in illegal activity or other activity that degrades the physical or social environment of the community including the manufacture, distribution, sale, possession or use of any controlled substances (drugs) or contraband paraphernalia associated with controlled substances.

a. The Management will terminate the lease of any Resident whose actions or actions of any household member or guests have created a threat to the health or safety of other Residents, their guests, PHA employees or persons residing in the immediate vicinity of the premises.

b. The Management will terminate the lease of any Resident who the Management determines is illegally using a controlled substance, or is involved with drug-related criminal activity on or off the premises. In addition, the Management will terminate the lease of any Resident who has engaged in any violent criminal activity on or off the premises; or any activity resulting in a felony conviction. When a breach of the lease involves or constitutes a criminal or willful act, which is not remediable, which poses a threat to health or safety, the lease will be terminated immediately. It is understood and agreed that a single violation will be good cause for termination of the lease and unless otherwise provided by law, proof of violation will not require criminal violation, but will be by a preponderance of the evidence.

23. Failure to Enforce the Lease: No failure by the Management to insist upon the strict performance of any covenant, duty, agreement, or condition of this lease or to exercise any right or remedy consequent upon a breach thereof will constitute a waiver of performance of any such covenant, duty, agreement, or condition or of any right or remedy consequent upon a breach thereof. No waiver will extend to any future such breaches nor prejudice any rights or remedies whatever in regard thereto.

24. Non-Liability of Lessor: The Management will not be liable for any damage or injury to the person or the property of the Resident, the Resident's household or guests caused or contributed to directly or indirectly by or from any interruption of utilities, defects in the structure, appliances, electrical wiring, plumbing, heating, or by fire, smoke, water, wind, or acts of nature or other occurrences unless such injury, loss, or damage is caused by the negligence of the Management. The Management will not be responsible for any accident, assault, burglary, vandalism, or other crimes to the Resident, or the Resident's household or guests. All goods and chattels placed or stored in or about the property are at the risk of the Resident. The Management strongly recommends that the Resident secure insurance to protect against such loss, damage or injury.

25. Obligations of Management:

a. The Management will maintain the buildings and common areas of the apartment complex in a decent, safe, and sanitary condition and will comply with local housing and building codes and applicable regulations of the Department of Housing and Urban Development. The Management will make all necessary repairs, alterations and improvements to the premises with reasonable promptness at its own cost and expense, except as otherwise provided in this lease. The Management will maintain in safe working order the electrical, plumbing, sanitary, heating, and ventilating equipment, facilities and appliances, including elevators, supplied or required to be supplied by the Management. If and where appropriate, the

Management will provide and maintain centrally located garbage and trash receptacles for the use of the Resident.

b. If a physical or structural defect hazardous to life, health or safety is reported by the Resident to the Management, then Management will exercise due diligence to correct the same, effect its correction, or offer to the Resident temporary alternative accommodations within the Management's apartment complex. If the Management fails for seventy-two (72) hours to correct such a defect or to provide such temporary accommodations, then the Resident's rent will abate during the time such defects exist if continued occupancy is lawful, and provided the Resident continues to reside in the apartment. Rent will not abate if the Resident rejects temporary alternative accommodations, or if the damage or defect was caused by the Resident, his household or guests.

c. The Management will provide and maintain locks and peepholes as required by local ordinance. The resident may install, within the premises, new burglary prevention devises approved by the Management, provided installation does no permanent damage to any part of the premises. **A duplicate of all keys and instructions of how to operate all devises must be provided to the Management.**

26. Initial Inspections: Both the Resident and the Management will inspect the premises prior to occupancy by the Resident. Upon completion of the inspection, the Management and the Resident will both sign a written inspection report and the Management will furnish the Resident with a copy of the inspection report detailing the condition of the premises and the equipment. The Resident will submit in writing within five (5) days of leasing any exceptions not noted during the move-in inspection. If the Resident does not submit an exceptions list within the time given, the Resident hereby agrees that the dwelling is in satisfactory condition.

27. Annual Inspections: The Management will inspect all units annually using HUD-s Uniform Physical Conditions Standards (UPCS) as a guideline.

28. Entry of Premises During Tenancy:

a. The Resident agrees to permit the Management to enter the apartment for the purpose of performing routine inspections and maintenance, for making improvements or repairs. Such entry may be made only during reasonable hours after at least 24 hours advance notice in writing delivered to the premises of the approximate date and the purpose of the entry. When the Resident requests maintenance assistance and gives the Management permission to enter the premises, the Resident waives the right to the twenty four (24) hour advance written notice of entry.

b. The Management will have the right to enter the premises without prior notice to the Resident, if the Management reasonably believes that an emergency exists, which requires such entrance.

c. If no adult member of the Resident's household is present at the premises at the time of entry, the Management will leave at the premises a written statement specifying the date, time and purpose of such entry.

29. Move-out Inspections: When the Resident vacates, the Management will inspect the apartment for the purpose of determining any damage beyond normal wear and tear for which damage the Resident is responsible. Unless the Resident vacates the premises without giving notice to the Management, the Resident may join in such an inspection by notifying the Management of the Resident's desire to be present. The Management will notify the Resident of the date and time of the inspection which will be within seventy-two (72) hours of termination of occupancy. Upon completion of the inspection, the Management will furnish the Resident with an itemized list of damages to the apartment known to exist at the time of the inspection.

30. Legal Notices: Except as provided in Section 28 of this lease, any notice required hereunder will be sufficient if delivered in writing to the Resident personally, or to an adult member of the Resident's household residing in the apartment, or, if sent postage paid by first class United States mail, addressed to the Resident at the apartment. Notice to the Management must be given to an employee of the Management Office of the apartment complex

within which the Resident resides or the Central Office of the Hampton Redevelopment and Housing Authority, P. O. Box 280 (22 Lincoln Street, 5th Floor), Hampton, Virginia 23669.

31. Termination of Lease by Resident:

a. This lease may be terminated by the Resident at any time by giving thirty (30) days advance written notice delivered to an employee of the Management Office, which serves the community within which the Resident resides. If the Resident fails to give the Management proper notice, the Management may charge the Resident rent for up to fifteen days.

b. The Resident agrees that it is his responsibility to leave the premises and assigned area in good, clean condition, reasonable wear and tear excepted, and to return all keys to the Management Office before the close of business upon the date of vacating. The Resident understands that if keys are not returned prior to the close of business, the Resident will continue to be held responsible for the dwelling unit and will be charged rent through the next business day; if the Resident fails to notify Management that he has vacated the premises and does not turn in keys, the Resident will continue to be held responsible for the dwelling unit and will be charged rent through the date Management obtains possession of the premises.

32. Termination of Lease by Management:

a. This lease may be terminated by the Management at any time by giving the Resident a written notice in accordance with Section 30 above, subject to the following conditions: The Management will not terminate or refuse to renew this lease except for serious or repeated violation of material terms of the lease, or other good cause, including, but not limited to:

- (1) The Resident-s nonpayment of rent and/or other charges due under this lease; or
- (2) The repeated chronic late payment of rent. Chronic delinquency is defined as four (4) or more late payments and/or receipt of two (2) summons for unlawful detainers and/or warrants in debt in a twelve-month period.
- (3) The Resident-s repeated failure to maintain the premises in compliance with Section 11 of this lease; or
- (4) The Resident-s failure to provide required information to comply with Section 14 of this lease; or
- (5) The Resident or any member of the household, any guests, or any other persons on the premises with the consent of any member of the household, engaged in any illegal activity or other activity that degrades the physical or social environment of the community including the sale of liquor from the premises; or the manufacture, distribution, sale, possession or use of any controlled substance or contraband paraphernalia associated with controlled substances; or
The resident or their guests engages in any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff) or by persons residing in the immediate vicinity of the premises; or
- (6) The Resident-s noncompliance with the occupancy requirements of this lease as cited in Section 2; or
- (7) The Resident-s continued violation or breach of any of the material terms of this lease, after written notice to cease; or
- (8) When it has been determined by the Management that the electrical, mechanical, or safety equipment (such as a smoke detector) located in the apartment has been tampered with; or

(9) Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents; or

(10) Abusive or violent behavior toward PHA management staff which includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior; or

(11) Resident's involvement in any act to assist a barred individual in violation of the trespass policy; or

(12) Resident's "grouping", using hand signals, gestures and/or clothing to show gang affiliation for the purpose of threatening or intimidating rival gangs, tenants, Authority employees, officer, agents, contractors, law enforcement, business or other members of the public, or any other gang-related activity; or

(13) For other good cause; or

b. When termination is due to the Resident's nonpayment of rent, duly imposed under Section 3 of this lease, such notice will be given not less than fourteen (14) days prior to termination.

c. When termination is due to criminal activity, or other activity that threatens the peaceful enjoyment or safety of other Residents, their guests or employees of the Management or any drug-related activity on or off the premises, or any violent criminal activity on or off the premises or any activity resulting in a felony conviction such notice will be given a reasonable time, according to State law, considering the seriousness of the situation when the health or safety of other residents or PHA employees is threatened; or

d. When termination is due to any other reason not mentioned in b. or c. above, such notice will be given not less than thirty (30) days prior to termination.

e. Notice of termination by either party to this lease may be given on any day of the month.

f. In the event that the Management elects to terminate this lease, the notice of termination will advise the Resident of the following:

(1). the specific reasons for the termination; and

(2). The Resident's right to make such reply or explanation the Resident may wish; and

(3). The Resident's right to request a hearing in accordance with the Management's Grievance Procedure.

33. Grievance Procedure: All grievances arising under this lease will be processed and resolved pursuant to the Grievance Procedure of the Management, which procedure is posted in the Management Office and incorporated herein by reference. The purpose of this procedure is to afford Residents the opportunity for a hearing of a dispute with the Hampton Redevelopment and Housing Authority.

a. Grievance shall mean any dispute which a Resident may have with respect to an Authority action or failure to act in accordance with the individual Resident's lease or Authority regulations which adversely affect the individual Resident's rights, duties, welfare or status, **exclusive of an eviction or termination of tenancy based upon a Resident's creation or maintenance of a threat to the health and safety of other Residents, their guests or Management employees, or any drug-related criminal activity on or off the premises or any violent criminal activity on or off the premises; or any activity resulting in a felony conviction.**

b. A grievance must be initiated within five (5) business days of the Authority action or failure to act in accordance with the individual Resident's lease or Authority regulations. Any grievance shall be presented either orally or in writing, to the manager of the apartment complex or the manager's designee at the Management Office of the apartment complex in which the complainant resides.

34. Changes: The Management will promulgate rules and regulations and schedules of special charges to be incorporated in this lease by reference in such manner and to such extent as the Management in the Management's discretion may deem necessary and appropriate. Except for changes in schedules of special charges and rules and regulations incorporated in this lease by reference, this lease may only be modified by a written endorsement which is executed by the Residents whose signatures appear below and which will be binding upon all the Residents. This lease, together with any future endorsements or adjustments of rent, evidences the entire agreement between the Management and the Resident. The documents incorporated in this lease by reference may be modified from time to time by the Management, after the Management provides the Resident an opportunity to present written comments, which shall be taken into consideration by the Management, prior to the proposed changes becoming effective by:

a. Delivering to the Resident or sending to the Resident by prepaid, first-class mail, at least thirty (30) days' written notice setting forth the proposed modifications and the reasons; or

b. Posting a copy of such notice for at least thirty (30) days in at least two (2) conspicuous places within each apartment complex including the Management Office, where it shall be available for inspection by the Resident during normal business hours.

35. Definitions: The Management may, from time to time, define or redefine terms included in this lease. Such definitions will be posted in the Management Office and will be deemed to be incorporated herein by reference.

HAMPTON REDEVELOPMENT AND HOUSING AUTHORITY

By _____
Property Manager

This Lease was explained to the Resident by _____
on _____, _____.

I/we, by signature, acknowledge receiving the checked addendums and documents upon leasing.

- | | |
|--|---------------------------------|
| " Lease | " Pet policy addendum |
| " Flat rent lease addendum | " Home Ownership Lease Addendum |
| " Community service requirement addendum | " Community Rules |
| " Excess utility schedule | " Grievance policy |
| " Schedule of maintenance charges | " Transfer policy |
| " 5-day inspection notice | " Minimum Rent Policy |
| " Emergency maintenance list | " Housekeeping Policy |
| " Resident Information Packet | " |

| | |
|-----------------|------------|
| _____, Resident | Date _____ |
| _____, Resident | Date _____ |
| _____, Resident | Date _____ |
| _____, Resident | Date _____ |



**LANGLEY VILLAGE I AND II
COMMUNITY POLICIES**

Apartment living is very different from living in a private dwelling. All residents and their guests should show consideration and respect for their neighbors right to peaceful enjoyment of their home. The following policies apply to all residents of the apartment community. **We need everyone's cooperation to help keep Langley Village a nice place to live.**

1. We provide the laundry room for the exclusive use of our Langley Village residents. Please keep the area clean. Do not allow children to play in or around the area unless under proper supervision. Please report any maintenance needs or problems to the Management.
2. We provide the picnic area and the Community Room for the enjoyment of our residents. Residents interested in using the facilities for private functions may do so by making reservations with the Management.
3. Parking is provided on a first come basis. There are no designated parking spaces. As a courtesy to other residents, please ask guests to park in parking areas away from the buildings. The speed limit within the property is 10 m.p.h.
4. Trash totes are provided for our residents to dispose of household trash. Household trash should be bagged and placed inside the toter. Large items such as discarded furniture should be placed on the curb the morning of trash collection day. By Hampton City Code, toters must be returned to its proper storage place by midnight on the day of trash pickup.
5. All blinds/shades (to include curtains) must be in good working order and free of tears or any visible damage.
6. Other than birds and fish, pets will be allowed on the premises only with written permission from the Management, and according to the Pet Policy.
7. Please notify Maintenance immediately of any smoke detector malfunction or other hazardous conditions by calling 727-1106. Please promptly report any defects or maintenance problems by calling 727-1106.
8. Pictures should be hung with small nails or proper picture hangers. Please do not apply stickers, contact paper, wallpaper, adhesive hangers or self sticking mirrors on any surface. No outside antennas of any kind will be permitted. Please remember you will be charged for the repair of any damages when you move out.
9. Please be considerate of your neighbors right to peaceful enjoyment of their home. Repeated, valid complaints about excessive noise and disturbances will result in cancellation of your lease.
10. We highly recommend that residents obtain renters' insurance to cover the possible loss of personal property in case of a catastrophe such as fire, flood or loss due to theft.
11. Please do not litter the patios, hallways or grounds. Please do not store anything in the patios or hallways.
12. Doing vehicle maintenance or washing of any vehicle will not be permitted on the property. All vehicles, including motorcycles and mopeds, must be parked in the parking lot areas only. Vehicles are not allowed on the grass. All vehicles must be properly registered and licensed as required by law. Storage of inoperable vehicles on the property is not permitted. Vehicles that do not meet this policy may be towed from the property by Management at the owners' expense.
13. Must attend New Resident Orientation workshop.
14. Must attend Natural Disaster Preparedness Training offered by local agencies.

Notice: All residents will be governed by such additional changes to the Community Policies as the Management may determine are in the best interest of all concerned. These community policies are part of and have the same effect as the lease agreement.

I acknowledge receiving a copy of these Community Policies.

Resident's Signature: _____ Date: _____

Resident's Signature: _____ Date: _____



LINCOLN TOWERS COMMUNITY POLICIES

Apartment living is very different from living in a private dwelling. All residents and their guests should show consideration and respect for their neighbors right to peaceful enjoyment of their home. The following policies apply to all residents of the apartment community.

1. We have provided the laundry rooms on each floor for the exclusive use of our Lincoln Towers residents. Please keep the area clean. Do not allow children to play in or around the area unless under proper supervision. Please report any maintenance needs or problems to the Management.
2. All guests must register at the front desk and are required to have a valid ID card. Admittance into the building is prohibited unless accompanied by the resident they are visiting. Resident is responsible for their guest's conduct while on the property.
3. We provide the solariums, garden area and the Community Room for the enjoyment of our residents. Residents interested in using the Community Room for private functions may do so by making reservations with the Management.
4. Parking is very limited and available on a first come basis. There are no designated parking spaces. As a courtesy to other residents, please ask guests to park in parking areas away from the buildings. The speed limit within the property is 10 m.p.h. We permit parking in the Staff Parking area after business hours between the hours of 5:00 p.m. and 7:00 a.m. Vehicles must be moved by 7:00 a.m. during week days. Vehicles that are not in compliance with this policy may be towed from the property by Management at the owners expense.
5. We provide trash chutes for the convenience of our residents to dispose of household garbage and trash. Household garbage and trash should be placed in tightly closed bags and placed inside the chute. **Do not throw bulky or large items in the chute as they will get stuck and cause a backup.** All large or bulky items such as boxes or discarded furniture should be placed at the bottom of the stairwell or placed in or next to any of the outside dumpsters.
6. All blinds/shades (to include curtains) must be in good working order and free of tears or any visible damage.
7. Other than birds and fish, we will allow pets on the premises only with written permission from the Management, and according to the Pet Policy.
8. Please notify Maintenance immediately of any smoke detector malfunction or other hazardous conditions by calling 727-1108. Please promptly report any defects or maintenance problems by calling 727-1108.
9. Pictures should be hung with small nails or proper picture hangers. Please do not apply stickers, contact paper, wallpaper, adhesive hangers or self sticking mirrors on any surface. No outside antennas of any kind will be permitted. Please remember you will be charged for the repair of any damages when you move out.
10. Please be considerate of your neighbors right to peaceful enjoyment of their home. Repeated, valid complaints about excessive noise and disturbances will result in cancellation of your lease.
11. We highly recommend that residents obtain renters insurance to cover the possible loss of personal property in case of a catastrophe such as fire, flood or loss due to theft.
12. Please do not litter the solariums, hallways or grounds. Please do not store anything outside your apartment.
13. Doing vehicle maintenance or washing of any vehicle will not be permitted on the property. All vehicles, including motorcycles and mopeds, must be parked in the parking lot areas only. Vehicles are not allowed on the grass. All vehicles must be properly registered and licensed as required by law. Storage of inoperable vehicles on the property is not permitted. Vehicles that are not in compliance with this policy may be towed from the property by Management at the owners expense.
14. Must attend New Resident Orientation workshop.
15. Must attend Natural Disaster Preparedness Training offered by local agencies.

Notice: All residents will be governed by such additional changes to the Community Policies as the Management may determine are in the best interest of all concerned. These community policies are part of and have the same effect as the lease agreement.

I acknowledge receiving a copy of these Community Policies.

Date: _____ Resident's Signature: _____



LINCOLN PARK COMMUNITY POLICIES

Apartment living is very different from living in a private dwelling. All residents and their guests should show consideration and respect for their neighbors right to peaceful enjoyment of their home. The following policies apply to all residents of the apartment community.

1. Doing vehicle maintenance or washing of any vehicle will not be permitted on the property. All vehicles, including motorcycles and mopeds, must be parked in the parking lot areas only. Do not park in front of dumpsters. Vehicles are not allowed on the grass. All vehicles must be properly registered and licensed as required by law. Storage of inoperable vehicles on the property is not permitted. Vehicles that are not in compliance with this policy may be towed from the property by Management at the owner's expense.
2. Parking is very limited and available on a first come basis. There are no designated parking spaces. As a courtesy to other residents, please ask guests to park in parking areas away from the buildings. We permit parking in the Staff Parking area after business hours between the hours of 5:00 p.m. and 7:00 a.m. Vehicles must be moved by 7:00 a.m. during week days. Vehicles that are not in compliance with this policy may be towed from the property by Management at the owner's expense. The speed limit within the property is 10 m.p.h.
3. We provide dumpsters for our residents to dispose of household trash. Household trash should be bagged and placed inside the dumpster. Large items such as discarded furniture should be placed on the side of the dumpster. Please close dumpster doors or lids after use.
4. All blinds/shades (to include curtains) must be in good working order and free of tears or any visible damage.
5. All guests are required to have a valid ID card. Resident is responsible for their guest's conduct while on the property.
6. All children under the age of 18 must be in their apartments by 10:00 p.m. unless accompanied by a parent or guardian.
7. Other than birds and fish, we will allow pets on the premises only with written permission from the Management, and in accordance with the Pet Policy.
5. Please notify Maintenance immediately of any smoke detector malfunction or other hazardous conditions by calling 727-1108. Please promptly report any defects or maintenance problems by calling 727-1108.
6. Pictures should be hung with small nails or proper picture hangers. Please do not apply stickers, contact paper, wallpaper, adhesive hangers or self sticking mirrors on any surface. No outside antennas of any kind will be permitted. Please remember you will be charged for the repair of any damages when you move out.
7. Please help keep the playground areas clean and safe for the children. Do not allow small children to play outside without proper supervision. Please report playground maintenance needs to the Management.
8. Please be considerate of your neighbors right to peaceful enjoyment of their home. Repeated, valid complaints about excessive noise and disturbances will result in cancellation of your lease.
9. We highly recommend that residents obtain renters insurance to cover the possible loss of personal property in case of a catastrophe such as fire, flood or loss due to theft.
10. Please do not litter the patios, hallways or grounds. Please do not store anything in the patios or hallways. We need everyone's cooperation to help keep the patios, hallways and grounds clean.
11. Must attend New Resident Orientation workshop.
12. Must attend Natural Disaster Preparedness Training offered by local agencies.

Notice: All residents will be governed by such additional changes to the Community Policies as the Management may determine are in the best interest of all concerned. These community policies are part of and have the same effect as the lease agreement.

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Resident's Signature: _____ Date: _____

Resident's Signature: _____ Date: _____



NORTH PHOEBUS TOWNHOUSES COMMUNITY POLICIES

Apartment living is very different from living in a private dwelling. All residents and their guests should demonstrate consideration and respect for their neighbors right to peaceful enjoyment of their home. The following policies apply to all residents of the apartment community.

1. Doing vehicle maintenance or washing of any vehicle will not be permitted on the property. All vehicles, including motorcycles and mopeds, must be parked in the driveway or street only. Vehicles are not allowed on the grass. All vehicles must be properly registered and licensed as required by law. Storage of inoperable vehicles on the property is not permitted. Vehicles that do not meet this policy may be towed from the property by Management at the owner's expense.

Please do not litter the grounds. Please do not store anything outside except grills and outdoor furniture. We need everyone's cooperation to help keep the grounds clean. It is the responsibility of the resident to keep the trash and other debris picked up around their living quarters.

2. All blinds/shades (to include curtains) must be in good working order and free of tears or any visible damage.
3. Please do not place anything on top of or against the outdoor heating/cooling units.
4. All children under the age of 18 must be in their apartments by 10:00 p.m. unless accompanied by a parent or guardian.
5. Trash totes are provided for our residents to dispose of household trash. Household trash should be bagged and placed inside the toter. Large items such as discarded furniture should be placed on the curb the morning of trash collection day. By Hampton City Code, totes must be returned to its proper storage place by midnight on the day of trash pickup. Recyclables are collected every two weeks.
6. Other than birds and fish, pets will not be allowed on the premises without written permission from the Management, and according to the Pet Policy.
6. Please notify Maintenance immediately of any smoke detector malfunction or other hazardous conditions by calling 727-1051. Please promptly report any defects or maintenance problems by calling 727-1051.
7. Pictures should be hung with small nails or proper picture hangers. Please do not apply stickers, contact paper, wallpaper, adhesive hangers or self sticking mirrors on any surface. No outside antennas of any kind will be permitted. Please remember you will be charged for the repair of any damages when you move out.
8. Do not allow small children to play outside without proper supervision.
9. Please be considerate of your neighbors right to peaceful enjoyment of their home. Repeated, valid complaints about excessive noise and disturbances will result in cancellation of your lease.
10. Each set of clotheslines must be cooperatively shared by the two adjoining households. Please report any broken or missing clotheslines to the Management.
11. We highly recommend that residents obtain renters insurance to cover the possible loss of personal property in case of a catastrophe such as fire, flood or loss due to theft.
12. Must attend New Resident Orientation workshop.
13. Must attend Natural Disaster Preparedness Training offered by local agencies.

Notice: All residents will be governed by such additional changes to the Community Policies as the Management may determine are in the best interest of all concerned. These community policies are part of and have the same effect as the lease agreement.

I acknowledge receiving a copy of these Community Policies.

Resident's Signature: _____ Date: _____

Resident's Signature: _____ Date: _____