

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY FOR THE  
CONVENTIONAL PUBLIC HOUSING PROGRAM**

**HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES**

**APPROVED BY BOARD OF COMMISSIONERS:**

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## Chapter 1

### STATEMENT OF POLICIES AND OBJECTIVES

#### INTRODUCTION

The Housing Authority of the County of Los Angeles (herein referred to as HA) is responsible for public and affordable housing stock located throughout Los Angeles County. Through our efforts to provide and maintain housing that is decent, safe, and sanitary, the HA strives for a high standard of property management. In addition, the HA believes that residents of public housing deserve a living environment that promotes individual achievement and empowers families.

The administration of the public housing program and the functions and responsibilities of the HA shall be in compliance with the Annual Contributions Contract (ACC), and this Admissions and Continued Occupancy Policy (herein referred as ACOP). The administration of the HA's housing program will also meet the requirements set forth by the U.S. Department of Housing and Urban Development (HUD). Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 Code of Federal Regulations (CFR), Parts V, VII and IX.

#### A. LOCAL OBJECTIVES

The ACOP demonstrates that the HA manages its program in a manner that reflects its commitment to improving the quality of housing available to the public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, the ACOP is designed to achieve the following objectives:

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

To operate a public housing authority that provides decent, safe, and sanitary housing within a suitable living environment for residents and their families.

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

#### B. PURPOSE OF THE POLICY

The purpose of the ACOP is to establish guidelines for the Housing Authority staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements set forth by HUD with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and the HA.

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

C. FAIR HOUSING POLICY

It is the policy of the HA to comply fully with all Federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The HA will comply with all laws relating to Civil Rights, including:

Title VI of the Civil Rights Act of 1964

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

Executive Order 11063

Executive Order 13166

Section 504 of the Rehabilitation Act of 1973

The Age Discrimination Act of 1975

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

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

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

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

The HA's facilities are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD telephone service provider.

The HA shall not, on account of race, color, sex, religion, familial status, disability, national origin, marital status:

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

Provide housing that is different from that provided to others;

Subject a person to segregation or disparate treatment;

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

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

Deny a person access to the same level of services.

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

#### Service and Accommodations Policy

The HA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. All requests for a reasonable accommodation will be verified so that the HA can properly accommodate the need presented by the disability.

This policy is applicable to all situations described in the ACOP when a family initiates contact with the HA, when the HA initiates contact with a family including when a family applies, and when the HA schedules or reschedules appointments of any kind.

#### Federal Americans with Disabilities Act of 1990

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

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

A record of such impairment; or

Being regarded as having such impairment.

#### Undue Hardship

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

In determining whether accommodation would create an undue hardship, the following

guidelines will apply:

The nature and cost of the accommodation needed;

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

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

#### Posting of Required Information

The HA will maintain a bulletin board in a conspicuous area of the management offices which will contain:

Current schedule of routine maintenance charges

A Fair Housing Poster

An Equal Opportunity in Employment poster

Current Resident Notices

Required public notices

Utility Allowance Survey Results

A VAWA Poster

#### Reasonable Accommodations

A person who has a disability, under HUD regulations, as defined in 42 U.S.C. 423, has 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.

A resident with a disability as defined above, may ask for:

A modification to our rules or policies;

A change in the way we communicate with you or give you information;

An alteration or change in your unit;

An accessible unit; or

An alteration or change to some other part of a HA owned property.

## Verification of a Request for a Reasonable Accommodation

A request for an accommodation can be made at any time.

Any resident that requests an accommodation will be given a packet that contains the following:

Form 1: Notice of the Right to Reasonable Accommodation

Form 2: Request for a Reasonable Accommodation

Form 3: Verification of Need for Reasonable Accommodation

All requests for an accommodation must be in writing. A resident may request an accommodation for this requirement.

All residents that request a reasonable accommodation must submit Forms 2 and 3 to the management office.

The management office has a Reasonable Accommodation binder that includes the Reasonable Accommodation Log and all supporting documentation.

The housing development management staff will forward the reasonable accommodation request to the ADA compliance officer at the HA's administrative office for processing.

The ADA compliance officer will evaluate the request and forward a recommendation to the Area Manager.

The Area Manager will send a decision to the resident on the Reasonable Accommodation Request form within 60 working days of receiving the request.

The Reasonable Accommodation Request form will include an approval or a denial of the request. If denied, the form will include reasons for denial and possible alternative accommodations.

Copies of the Decision on Reasonable Accommodation Request will be sent to the housing development site to be placed in the Reasonable Accommodation binder.

### D. VIOLENCE AGAINST WOMEN ACT

The HA's policy is to comply with the 2005 Violence Against Women Act (VAWA) Pub. L. 109-162; Stat.2960 signed into law on January 5, 2005. The HA shall not discriminate against an applicant, or public housing resident on the basis of the rights or privileges provided under the VAWA.

On an annual basis, the HA will notify residents of their rights under VAWA during the annual re-certification process. Additionally, the HA will enclose in each application packet a notice advising applicants of their rights under VAWA.

E. FAMILY OUTREACH

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

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

F. PRIVACY STATEMENT

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

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

Any and all information, which would lead one to determine the nature and/or severity of a person's disability, must be kept in a separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration.

G. CONFIDENTIALITY

It is the policy of the HA to comply fully with all Federal, State, and local laws and with rules and regulations governing Confidentiality in housing. Each HA staff signs a "Confidentiality Agreement" at the commencement of their employment and participates in an annual Confidentiality training. Each HA staff agrees not to disclose any applicant/resident information, directly or indirectly, that is of a personal, private, and confidential nature, to any person or use such information in any way, either during the term of their employment or at any other time thereafter, except as follows:

To an officer, employee, or authorized representative of the HA who has a job related need to have access to the information in connection with admission of applicants, eviction of tenants, or termination of assistance;

If the tenant/applicant (or tenant's/applicant's parent/guardian, if tenant is a minor) consents in writing;

If disclosure is allowed by Court Order;

If disclosure is made to medical personnel in a medical emergency;

To the duly appointed guardian or conservator of the individual;

To a law enforcement or regulatory agency, if the use of the information requested is in an investigation of unlawful activity under the jurisdiction of the requesting agency or for

Licensing, certification, or regulatory purposes by that agency;

To any person pursuant to a subpoena, court order, or other compulsory legal process if, before the disclosure, the HA reasonably attempts to notify the individual to whom the record pertains, and if the notification is not prohibited by law;

Disclosure of any information about suspected child or elder abuse and/or neglect reported to appropriate state local authorities pursuant to state law.

To share resident information that is necessary to determine eligibility for County welfare department programs or services for which the client has applied or is receiving, as authorized by the State of California Health and Safety Code, section 34217.

To report all families to the EIV System who were terminated for adverse actions or who left the program owing money to the HA.

To any individual or organization provided by the applicant/resident on Form HUD-92006 to the HA. Information shared with the individual or organization is limited to the reason(s) the individual may be contacted, as provided by Form HUD-92006.

By signing the “Confidentiality Agreement”, the HA staff agrees that all files, records, documents and similar items relating to their employment, whomever prepared by, are and shall remain exclusively the property of the HA and that said files shall be removed from the premises only with the express prior written consent of the Executive Director or his/her designee. A violation of the “Confidentiality Agreement” may result in disciplinary action up to and including termination of employment. The unauthorized release of information may subject the HA and the HA staff to civil action under the Quality Housing and Work Responsibility Act of 1998.

#### H. VAWA CONFIDENTIALITY

All VAWA information provided to the HA, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, shall be retained in confidence, and will not be entered into any shared database or provided to any related entity, except to the extent that disclosure is-

1. requested or consented to by the individual in writing;
2. required for use in an eviction proceeding under subsection (1)(5) or (6) of Public Law 109-162 referencing amendments made to Section 6 of the United States Housing Act of 1937 (42 U.S.C. 1437d); or
3. otherwise required by applicable law.

## Chapter 2

### ELIGIBILITY AND SUITABILITY FOR ADMISSION TO PUBLIC HOUSING

#### [24 CFR Part 960, Subpart B]

#### INTRODUCTION

This chapter describes the eligibility and suitability criteria for admission to the public housing program. The policy of the HA is to apply these criteria to evaluate the qualifications of families who apply. The HA will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the HA pertaining to their eligibility and suitability.

#### **PART I: ELIGIBILITY**

##### A. QUALIFICATION FOR ADMISSION

In order to be deemed eligible for admission to public housing, an applicant must meet the following criteria:

Meets the definition of a family as defined by HUD and the HA

Heads a household where at least one member of the household is either a citizen or eligible non-citizen. (24 CFR Part 5, Subpart E)

Has an annual income at the time of admission that does not exceed the low-income limits for occupancy established by HUD and posted separately at the HA

Provides a Social Security number for all family members or will provide written certification that they legally cannot obtain Social Security numbers at this time and will notify the HA upon receipt of a Social Security number

Meets the Suitability Criteria as set forth in this chapter

Has no outstanding debts to any housing authority

Has no current debt to a Utility Company or has entered into a repayment agreement with the Utility Company for outstanding debts

The HA shall permanently deny admission to public housing units to persons convicted of manufacturing or producing methamphetamine on the premises of assisted housing.

The HA shall deny admission to sex offenders who are subject to a lifetime registration requirement under a State sex offenders registration program.

## Timing for the Verification of Qualifying Factors

The HA shall not verify eligibility factors until the HA “batches” applicant files from the waiting list after determining that a sufficient number of vacancies warrant a pool of eligible applicants.

### B. DEFINITION OF FAMILY

#### Definition of Family

The term “family” includes, but is not limited to:

A family with or without children;

An elderly family;

A disabled family;

A displaced family;

The remaining member of a resident family;

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

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

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

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

Other families are defined by the HA as follows:

A family, other than an elderly, disabled, or displaced family, is defined by the HA as two or more persons who intend to share residency in the public housing unit, and whose income and resources are available to meet the family’s needs.

#### Head of Household

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

#### Spouse of Head

“Spouse” means the husband or wife of the head.

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

## Co-Head

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

## Live-In Attendants

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

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

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

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

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

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

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

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

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

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

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

Verification of the need for a live-in aide must include the hours the care will be provided.

The HA has the right to disapprove a request for a live-in aide based on the “Other Eligibility Criteria” described in this chapter.

The family is responsible for the actions of the live-in aide. The live-in aide must comply with obligations of the family to maintain the unit and premises in a decent, safe and sanitary manner and not to disturb the peaceful enjoyment of the premises.

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

Families are required to provide verification of Social Security Numbers for all family members

prior to admission, or written certification that they legally cannot obtain Social Security numbers at this time and will notify the HA upon receipt of a Social Security number. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of Social Security Numbers is grounds for denial of admission or termination of tenancy.

If a member legally cannot obtain a Social Security Number, he/she must sign a certification stating that he/she does not have one. The certification shall:

State the individual's name, state that the individual has not been issued a Social Security Number;

State that the individual will disclose the Social Security Number to the HA, if he/she obtains one at a later date;

Be signed and dated.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

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

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

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

Non-eligible members: Applicant families that include only non-eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

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

The HA will establish and verify eligibility no later than the date of the family's first annual reexamination.

E. DENIAL OF ADMISSION FOR PREVIOUS DEBTS TO THIS OR ANY OTHER HA

Previous outstanding debts incurred by all adult members of an applicant household to this HA or any housing authority resulting from a previous tenancy in the public housing or Section 8 program must be paid in full prior to admission.

The HA reserves the right, in the case of hardship, to approve a Payment Agreement if the debt

owed to the HA occurred due to significant medical bills or utility costs due from the applicant at time the debt was recorded. Full documentation of the hardship will be required. In no case will the debt be forgiven.

F. INCOME LIMITS

Income eligibility for the public housing program is based on the total anticipated income from all sources received by any family member 18 years of age or older. Income limits are determined by HUD and subject to periodic change. The HA shall use income guidelines provided by HUD to determine program eligibility for the public housing program. These income guidelines will be posted at all times at the HA's site management offices.

## **PART II: SCREENING FOR SUITABILITY [24 CFR 960.204, 960.205]**

### **A. SUITABILITY CRITERIA**

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

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

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

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

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

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

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

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

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

Not to be subject to sex offender lifetime registration under a State sex offender registration program. \*

To comply with necessary and reasonable rules and program requirements of HUD and the HA; and

To comply with local health and safety codes.

\* This requirement includes minors from 13 to 17 years of age.

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

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

An applicant's misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition, criminal history, or rent may result in denial of admission. If the HA discovers that an applicant misrepresented such information and that such misrepresentation led to the applicant's admission, the applicant shall be deemed not eligible for admission and shall be subject to termination.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease. Should the applicant require assistance in order to comply with the terms of the lease, the applicant must notify the HA that the assistance will be available at the time of admission. (24 CFR 8.2 Definition: Qualified Individual with Disabilities) The availability of assistance is subject to verification by the HA.

The HA's minimum age for admission as head of household is 18, so that the HA will avoid entering into leases that would not be valid or enforceable under applicable law.\*

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

The HA will complete a credit check or rental history check on all applicants.

The HA may complete a home visit at the current residence of all applicants who:

- Have had landlords refuse to sign their Resident Reference Form;

- Stated information on their application that is inconsistent with information on the credit and unlawful detainer report;

- Do not have an established residence at the time of their suitability review (e.g., state they live "here and there with friends");

- Have landlords raise suitability issues on the Resident Reference Forms;

- Have a criminal history that raises suitability concerns;

- Claim to have zero income (to establish how they are meeting their needs);

- Were interviewed by HA staff who has found the applicant's statement or behavior to raise concerns regarding suitability.

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\* The HA shall make an exception for emancipated minors upon completion of verifying their legal status as such.

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

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

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

Any history of criminal activity on the part of any applicant family member, involving criminal acts, including drug-related criminal activity;

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

Any history of initiating threats or behaving in a manner that indicates intent to assault employees or other residents;

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

Any evidence of housing assistance termination for adverse actions or who left the program owing money to a HA.

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

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

Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare [24CFR 960.205(b)];

Adversely affect the physical environment or financial stability of the development [24CFR 960.205(b)];

Violate the terms and conditions of the lease [24CFR 8.3];

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

## B. SCREENING FOR DRUG-RELATED AND/OR CRIMINAL ACTIVITY

It is the intention of the Housing Authority to administer a policy that maintains decent, safe, and sanitary public housing. All screening procedures shall be administered fairly and in such a way as to not discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or against other legally protected groups as well as not in violation of the right to privacy.

The HA will obtain and take into consideration criminal summary history information from State and/or local law enforcement agencies, and the FBI on all applicants over the age of eighteen for the purpose of determining resident suitability. The HA may also obtain and take into consideration public records of past or current criminal history of the applicant or proposed member of the applicant's household.

All applicants to the public housing program will be screened for drug-related, violent- and any other criminal activity involving the applicant or proposed member of the applicant's household during the suitability review process. The HA defines criminal activity in the following manner:

Drug-Related Criminal Activity: 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)).

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

Sex Offense Related Criminal Activity: Any criminal activity that subjects a member of the applicant's household, which includes minors 13 to 17 years of age, to be subject to sex offender lifetime registration under a State sex offender registration program.

Other Criminal Activity: any criminal activity including, but not limited to, violent criminal activity which would adversely affect the health, safety, or right to peaceful enjoyment of the public housing premises by other residents or employees of the HA.

### Denial of Admission for Drug-Related Criminal Activity:

The HA shall permanently deny admission to any applicant if any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of Federally assisted housing, in accordance with HUD regulations.

The HA may deny admission of any applicant evicted from federally assisted housing by reason of drug-related criminal activity within the previous three-year period shall be denied admission, unless the evicted resident successfully completed a rehabilitation program approved by the HA and is willing to continue with counseling and support activities.

The HA will deny admission to applicants where it is determined that there is a pattern of illegal use of a controlled substance or abuse of alcohol by the applicant. The HA will consider the illegal use of a controlled substance or abuse of alcohol a "pattern" where there are three or more incidents during the previous twelve months.

In determining whether to deny admission to public housing based on a pattern of illegal use of a controlled substance or abuse of alcohol by an applicant, and/or prior eviction from federally assisted housing by reason of drug-related criminal activity, the HA may consider the following mitigating factors:

Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is willing to continue with counseling and support activities and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);

Has otherwise been rehabilitated successfully and is willing to continue with counseling and support activities and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable); or

Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).

Notwithstanding Sections a, b, and c, the HA reserves the right to deny admission to applicants who have engaged in any drug-related criminal activity within a previous three-year period. In such a determination, the HA will take into account the above-listed mitigating factors.

#### Denial of Admission of Persons Engaged in Violent Criminal Activity

In accordance with Section 576 (C) of the Quality Housing and Work Responsibility Act of 1998, the HA shall deny admission to public housing for any applicant who has engaged in violent criminal activity within the last three years. In accordance with 24 CFR section 960.203 (c)(3), the HA may deny the admission of persons who have a history of criminal activity involving crimes of physical violence to persons or property.

#### Denial of Admission of Persons Engaged in Other Criminal Activity

In accordance with 24 CFR section 960.203 (c)(3), the HA may deny the admission of persons who have a history of criminal activity involving criminal acts which would adversely affect the health, safety or welfare of other tenants.

#### Denial of Admission for Lifetime Sex Offender Registrants

In accordance with 24 CFR 960.204 (a)(4), the HA shall permanently deny admission to any applicant, which includes minors 13 to 17 years of age, who is subject to a sex offender lifetime registration under a State sex offender registration program.

The HA will consider “other criminal activity” engaged in by an applicant in determination of suitability for public housing.

#### Right to Informal Hearing

Applicants denied admission to public housing based on drug-related, violent or other criminal activity may dispute the information revealed in the criminal summary history information or the determination made by the HA and request an informal hearing in accordance with the HA’s

grievance policy.

### C. OTHER SUITABILITY FACTORS

#### Rent-Paying Habits

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

Based upon these verifications, the HA will determine if the applicant was chronically late with rent payments, has been evicted for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

#### Screening Applicants Who Claim Mitigating Circumstances

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

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

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

Examples of mitigating circumstances:

Evidence of successful rehabilitation;

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

Evidence of successful and sustained modification of previous disqualifying behavior.

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

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

overall performance with respect to all the screening requirements.

D. QUALIFIED AND UNQUALIFIED APPLICANTS

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

The eligibility of the applicant as a family;

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

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

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

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

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

E. DOCUMENTATION OF FINDINGS

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

Criminal Activity—includes the activities listed in the definition of criminal activity in this chapter.

Pattern of Violent Behavior—includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.

Pattern of Drug Use—includes a determination by the HA that the applicant has exhibited a pattern of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Drug-Related Criminal Activity—includes a determination by the HA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance.

Pattern of Alcohol Abuse—includes a determination by the HA that the applicant's

pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

Initiating Threats—or behaving in a manner indicating an intent to assault employees or other residents.

Abandonment of a Public Housing Unit without advising HA officials so that staff may secure the unit and protect its property from vandalism.

Non-Payment of Rightful Obligations—including rent and/or utilities and other charges owed to the HA or any other HA.

Falsifying an Application for Leasing—providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior—consists of patterns of behavior that endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; that damage the equipment or premises in which the applicant resides; or that are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties that have resulted in serious disturbances of neighbors.

Grossly Unsanitary or Hazardous Housekeeping—includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

Destruction of Property from previous rentals.

Whether Applicant or Resident Is Capable of Maintaining the Responsibilities of Tenancy In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in attendant will be considered in making this determination.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. However, this does not preclude the HA from rescinding a determination of an applicant's eligibility and suitability should the receipt of unfavorable information, and/or the discovery of falsified information, occur after the HA has concluded its screening process.

F. PROHIBITED CRITERIA FOR DENIAL OF ADMISSION

The HA shall not reject an applicant on the basis that such applicant:

Has no income;

Is not employed;

Does not participate in a job-training program;

Will not apply for various welfare or benefit programs;

Has a child (or children);

Has children born out of wedlock;

Is on welfare;

Is a student;

Is or had been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission, and that nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provide greater protection than this section for victims of domestic violence, dating violence, or stalking.

## Chapter 3

### APPLICATIONS AND MANAGEMENT OF THE WAITING LIST

[24 CFR 5.400, 5.600, 960.201 through 960.208]

#### INTRODUCTION

The policy of the HA is to ensure that all families who express an interest in public housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This chapter describes the policies and procedures for entering new applications on the waiting list, opening and closing the waiting list, determining essential applicant information for waiting list placement, administering preferences, and removing applicants from the waiting list.

#### A. ENTERING NEW APPLICANTS ON THE WAITING LIST

Applicants interested in public housing may call the HA's application phone line to submit an application for the waiting list or apply online at [www.hacola.org](http://www.hacola.org). Upon a request from a person with a disability, the HA will make the waiting list application available in an accessible format.

#### B. PROCEDURES FOR INITIAL APPLICATION TO THE WAITING LIST

The purpose of the initial application is to permit the HA to determine placement on the waiting list.

At the time of the application intake, whether through the application line or website, the HA will obtain the following information:

- Name and social security number of head of household;
- Address of head of household;
- Date and time of application;
- Number of household members;
- Amount and source of annual income;
- Information regarding request for reasonable accommodation or accessible unit.

The HA requires that applicants inform the HA of changes in family composition and address. The HA also requires that applicants respond to requests from the HA to update information on their application, or to determine their continued interest for assistance.

#### Multiple families in same household

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

#### C. NOTIFICATION OF APPLICANT STATUS

Upon submission of the initial application, the HA will post on the online waiting list registration

page the applicant's eligibility and waiting list status.

Should the family be determined as ineligible, based on the information provided during the initial application, the HA will notify the family in writing (or in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. Refer to the chapter "Complaints, Grievances, and Appeals."

#### D. OPENING AND CLOSING THE WAITING LIST

The HA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of the HA to house an applicant in an appropriate units within a reasonable period of time.

The HA will publicly announce the decision to close the waiting list and/or restrict intake through public notice in local newspaper publications, media entities, and social service agencies. The public notice will contain the date and time when the HA will close the waiting list. Generally, the HA will give at least ten days' notice prior to closing the list. Furthermore, during the period when the waiting list is closed, the HA will not maintain a list of individuals who wish to be notified when the waiting list is open.

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

Opening of the waiting list will be announced in the same manner as closing the waiting list. This notice will be made in an accessible format if requested. It will provide potential applicants with information that includes the HA address and telephone number, how to submit an application, and information on eligibility requirements.

Unless the waiting list is closed, the HA will accept an application, even if the HA believes that the applicant is probably not eligible.

#### E. REMOVAL FROM THE WAITING LIST AND PURGING

##### Purging of the waiting list

The waiting list may be purged at least once a year by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest in the program. Notices will be made available in an accessible format upon the request of the person with a disability.

Should an applicant fail to respond within ten calendar days s/he will be removed from the waiting list. If a letter is returned by the Post Office with a forwarding address, it will be considered as 'returned undeliverable' and the applicant will be subject to removal from the waiting list. An extension to reply to the purge notification will be considered as an

accommodation if requested by a person with a disability. The HA will also consider as an accommodation the reinstatement of an applicant who did not respond in the timeframe described above because of a verified reason connected to a disability.

Granting a request for re-instatement by applicants removed from the waiting list due to their failure to respond will be at the discretion of the HA in consideration of factors such as: verified mail delivery problem, applicant did not respond due to hospitalization or due to the applicant's status as a Victim of Domestic Violence.

In addition, the HA will remove applicants from the public housing waiting list once they have been housed, have requested in writing that their names be removed, have not responded to the HA's request for information, have not met the eligibility/suitability screening criteria, or they have refused an offer of housing without good cause (24 CFR 960.206).

Applicants who are denied (because the HA determined they were ineligible/unsuitable) are entitled to an informal hearing. Please refer to chapter 13 "Grievances and Appeals."

#### F. WAITING LIST PREFERENCES

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

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

Families who reach the top of the waiting list will be contacted by the HA to verify their preference and, if verified, the HA will complete a full application for occupancy. Applicants may not retain their preference status on the waiting list if they refuse to provide verification of their preference and will be cancelled if they fail to complete the application process.

Among applicants with equal preference status, the waiting list will be organized according to date and time of application.

#### Local Preferences

Local preferences will be used to select among applicants on the waiting list. A public notice with opportunity for public comment will be held before the HA adopts or changes any local preference.

The notice will be distributed following the same guidelines as those used for opening or closing the waiting list.

#### General Occupancy Developments

The HA has established the following local admissions preferences for general occupancy developments:

First Preference: Homeless

Homeless families must be referred to the HA by a homeless service provider currently under contract with the HA. The family must consist of two (2) or more persons with one (1) member being under the age of 18 or be a single elderly and/or disabled person:

This preference is limited to 30% of the number of vacant general occupancy units available on July 1 of each fiscal year. Furthermore, the HA will consider victims of domestic violence and emancipated youth aging out of Foster Care as part of the definition of homeless families. Victims of domestic violence and emancipated youth aging out of Foster Care will receive the same admissions preference as homeless families. In order to qualify for the domestic violence preference, the applicant must be referred to the HA by a homeless service provider currently under contract with the HA. In order to qualify for the emancipated youth aging out of Foster Care preference, the applicant must be referred to the HA by the Department of Children and Family Services (DCFS).

Second Preference: Families that have been displaced by a natural disaster declared by the President of the United States or through a governmental action.

Third Preference: Families who live and/or work in unincorporated Los Angeles County.

Fourth Preference: Families that do not live or work in unincorporated Los Angeles County.

In accordance with the State of California Health and Safety Code, section 34322.2, the Housing Authority gives priority to families of veterans and servicepersons within each of the above admissions preference categories.

Treatment of Single Applicants

All families with children, elderly families, and disabled families will have an admission preference over “Other Singles.”

Mixed Population Developments

The HA has established the following local admissions preferences for mixed population developments:

First Preference: Families that live and/or work in unincorporated Los Angeles County, who are Elderly Families (head, spouse or sole member is 62 years of age or older) or Disabled Families (head, spouse or sole member meets the HUD/Social Security definition of disability).

Second Preference: Families who do not live and/or work in unincorporated Los Angeles County and who are Elderly Families or Disabled Families.

In accordance with the State of California Health and Safety Code section 34322.2, the Housing Authority gives priority to families of veterans and servicepersons within each of the above admissions preference categories.

G. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

Before applying its preference system, the HA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, deconcentration or income mixing, income targeting, or units in housing designated for the elderly and/or disabled limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

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

H. INCOME TARGETING

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

The HA shall, at its discretion, at least annually, exercise the "fungibility" provision of QHWRA by admitting less than 40% of "extremely low income families" to public housing in a fiscal year, to the extent that the HA has provided more than 75% of newly available Section 8 Housing Choice Vouchers to "extremely low income families." This fungibility provision discretion by the HA is also reflected in the HA's Section 8 Administrative Plan.

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

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

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

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

I. UNITS DESIGNATED FOR THE ELDERLY

The HA may elect at some future time to submit an Allocation Plan as required by the 1992 Housing Act to designate specific units or sites for elderly applicants only. In accordance with

the 1992 Housing Act, elderly families with a head, spouse or sole member at least 62 years of age would receive a preference for admission to such units or buildings covered by a HUD-approved Allocation Plan, except for the units which are accessible, which may be offered to persons with disabilities.

#### J. UNITS DESIGNATED FOR THE DISABLED

The HA may elect at some future time to submit an Allocation Plan as required by the 1992 Housing Act to designate specific units or sites for disabled applicants only. In accordance with the 1992 Housing Act, disabled families with a head, spouse or sole member who qualifies as a person with disabilities as defined in 24 CFR 945.105 will receive a preference for admission to units that are covered by a HUD-approved Allocation Plan.

#### K. MIXED POPULATION UNITS

A mixed population development is a public housing development, or portion of a development that was reserved for elderly families and disabled families at its inception (and has retained that character).

In accordance with the 1992 Housing Act, elderly families whose head spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property. All other HA preferences will be applied.

#### L. GENERAL OCCUPANCY UNITS

General occupancy units are designed to house all populations of eligible families. In accordance with the HA's occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to the HA's general occupancy units.

The HA will use its local preference system as stated in this chapter for admission of eligible families to its general occupancy units.

#### M. DECONCENTRATION OF POVERTY AND INCOME MIXING

The HA's admission policy is designed to provide for deconcentration of poverty and income-mixing by bringing higher income residents into lower income developments and lower income residents into higher income developments.

A resident's gross annual income is used to determine income limits at admission and for income-mixing purposes.

#### Deconcentration and Income-Mixing Goals

The HA's deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely

low-income families,” will be to admit higher income families to lower income developments, and lower income families to higher income developments.

Deconcentration will apply to transfer families as well as applicant families.

### Development Designation Methodology

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

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

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

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

The HA will then determine whether or not developments outside the EIR are consistent with local goals and strategies in PHA Agency Plan.

The HA may explain or justify the income profile for these developments as being consistent with and furthering two sets of goals:

1. Goals of deconcentration of poverty and income mixing (bringing higher income residents into lower income developments and vice versa); and
2. Local goals and strategies contained in the PHA Annual Plan.

### Deconcentration Policy

If, at annual review, there are found to be development(s) with average income above or below the EIR, and where the income profile for a general occupancy development above or below the EIR is not explained or justified in the PHA Plan, the HA shall adhere to the following policy for deconcentration of poverty and income mixing in applicable developments.

Skipping a family on the waiting list to reach another family in an effort to further the goals of the HA’s deconcentration policy:

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

If a unit becomes available at a development above the EIR, the first eligible

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

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

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

The HA provides a waiting list preference to homeless families referred by the agencies listed in this Chapter. Only the homeless preference can override deconcentration and income mixing policies.

If the average incomes of all general occupancy developments are within the Established Income Range, the HA will be considered to be in compliance with the deconcentration agreement.

Nothing in the deconcentration policy relieves the HA of the obligation to meet the income targeting requirements.

#### HA Incentives for Higher Income Families

The HA may offer certain incentives to families with incomes above the EIR willing to move into a development with average income below the EIR.

#### N. PROMOTION OF INTEGRATION

Beyond the basic requirement of nondiscrimination, HA shall affirmatively further fair housing to reduce racial and national origin concentrations.

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

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

#### O. VERIFICATION OF PREFERENCE QUALIFICATION

A family's placement on the waiting list is based upon whether the family qualifies for an admissions preference. When a family is selected from the waiting list during the final determination of eligibility, the HA shall verify the preference.

If the preference verification indicates that the family does not qualify for an admissions preference, the family will be returned to the waiting list and ranked without regard for a local

preference and given an opportunity for a review.

#### Change in Circumstances

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

#### P. PREFERENCE DENIAL

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

#### Q. COMPLETION OF A FULL APPLICATION

The HA utilizes the full application form to obtain information related to applicant's eligibility, preferences, and tenant history. Applicants who fail to complete the full application will be cancelled from the jurisdiction-wide waiting list.

Reasonable accommodation(s) will be made for persons with a disability that may include: providing materials in formats requested by applicants, allowing applicants to be represented by a family member, advocate, or case worker designated by the applicant, completing paperwork at a site other than the HA administrative office for applicants who cannot come to the office for a reason connected to their disability, granting extended time for responses to persons who cannot respond within the established timeframes because of a disability and reinstating applicants who do not respond within established timeframes due to a verified reason connected to a disability.

Preferences are based on an applicant's current status and shall be verified during the eligibility review, regardless of the length of time an applicant may have been on the waiting list. The preference must exist at the time the HA initiates verification of applicant information. The HA shall conduct Third Party Verification (TPV) of eligibility and preference at the time the HA initiates the eligibility review.

Additionally, the HA shall provide the applicant with the opportunity to complete information on Form HUD-92006, Supplement to Application for Federally Assisted Housing. The forms gives applicants the option to identify an individual or organization that the HA may contact and the reason(s) the individual may be contacted. The applicant must sign and date Form HUD-92006, if the applicant elects to provide the additional contact information. The HA shall not require any individual or family applying for occupancy to provide the contact information as providing contact information is optional on the part of the individual or family. The HA shall also provide applicants the opportunity at the time of admission to update, remove or change contact information provided at the time of application. An applicant may provide Form HUD-92006 for each contact, indicating the reason the HA may contact the individual or organization. Those applicants who choose not to provide the contact information must check the box indicating that

they “choose not to provide the contact information” and sign and date the form.

#### R. PROCESSING FULL APPLICATIONS

The HA will verify for the following items to determine qualification for admission to the HA’s public housing program:

- Preference(s)
- Family composition and type (elderly/non-elderly)
- Annual income
- Assets and Asset Income
- Deductions from Annual Income
- Social Security Numbers for all family members
- Information used in applicant screening
- Citizenship or eligible immigration status
- Criminal history
- Rental history
- School enrollment (for all household members attending school)

If the HA determines that additional information or document(s) are needed, the HA will request the document(s) or information in writing. The applicant will be given ten calendar days to supply the information. Should this information not be supplied within the timeframe, the HA will provide the applicant a notification of cancellation for assistance.

#### S. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the HA will make a final determination of eligibility based upon information provided by the family, the verification conducted by the HA, and determination of resident suitability (refer to chapter on Eligibility for Admission).

As the rules and regulations governing the housing program are subject to change by HUD and/or applicants may have experienced a change in circumstance(s) during the review process that may affect their eligibility, it is necessary to make final eligibility determination.

The applicant is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and have been placed on the waiting list. Additionally, applicants have a continuing obligation to provide material information to the Housing Authority.

#### T. PLAN FOR UNIT OFFERS

The HA plan for selection of applicants and assignment of dwelling units will assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin. The HA plan for selection is based on how many locations within its jurisdiction have available units of suitable size and type in the appropriate type of development. This plan is also based on the distribution of vacancies.

The applicant will be offered a unit in the location with the oldest vacancy. If the offer is rejected, the applicant will be offered a suitable unit in the location with the second oldest vacancy. If that unit is rejected, a final offer will be made in the location with the third oldest vacancy.

When an applicant rejects the final unit offer the HA will remove the applicants name from the waiting list. Removal from the waiting list means the applicant must reapply.

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

For elderly/disabled applicants on elderly/disabled housing development waiting lists, applicants will be cancelled after three unit offers.

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

#### U. CHANGES PRIOR TO UNIT OFFER

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

#### V. OFFER OF ACCESSIBLE UNITS

The HA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

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

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

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

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

When offering an accessible/adaptable unit to a non-disabled applicant, the HA will require the applicant to sign a certified statement agreeing that the applicant will relocate within 30 days to the first available vacant unit of appropriate size, at the same or comparable housing development site, should the modified unit be required for an eligible disabled family. This requirement will be a provision of the lease agreement.

W. TIME LIMIT FOR ACCEPTANCE OF UNIT

Applicants must accept a unit offer within three calendar days of the date the offer is made. Offers made over the telephone will be confirmed in writing by the HA. If the HA is unable to contact an applicant by telephone, the HA will write to the applicant to inform him/her of the unit offer.

X. APPLICANT STATUS AFTER FINAL UNIT OFFER

When an applicant rejects the final unit offer, the HA will remove the applicants name from the waiting list.

Y. REQUIREMENT TO ATTEND INTERVIEW

The HA utilizes the interview session to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure such information is complete. Families are also given information on HA services or programs that may be available.

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

It is the applicant's responsibility to reschedule the interview if s/he misses the appointment. If the applicant does not reschedule or misses three scheduled meeting(s), the HA will not provide housing.

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

At the time of the interview, all adult members will be required to sign the House Rules, Lease Agreement and other documents required by the HA. Failure to sign any required documents will be cause for denial of housing.

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

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

Z. APPLICANTS UNABLE TO TAKE OCCUPANCY

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

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

Unit is not of the proper size and type, and the applicant would be able to reside there only temporarily;

Unit contains lead-based paint, and accepting the offer could result in subjecting the applicant's children under seven (7) years of age to lead-based paint poisoning;

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

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

The unit is inappropriate for the applicant's disabilities.

AA. ELDERLY/DISABLED HOUSING DEVELOPMENT WAITING LIST

The HA offers elderly and single disabled applicants who have determined eligible and suitable the opportunity to take the first available vacant unit offer or place their name on a maximum of three elderly/disabled housing development waiting lists.

Applicants may select from the following list of elderly/disabled housing developments:

Carmelitos (senior)	Herbert Avenue
Colonia de las Rosas (Nueva Maravilla)	Southbay Gardens
Whittier Manor	Orchard Arms
Foothill Villa	Ocean Park
Marina Manor I & II	Westknoll Apartments
Palm Apartments	Carmelita
Francisquito Villa	Triggs Street

If an applicant, who selects the option of placing their name on an elderly/disabled housing development waiting list(s), and refuses all three units selected at the time the HA makes the unit offer, will be cancelled and their name will be removed from the jurisdiction-wide waiting list.

Every reasonable accommodation will be taken by the HA to ensure that applicants can make informed choices regarding the development(s) in which they wish to reside. The HA will disclose information to applicants regarding the location of available sites, occupancy number and size of accessible units. The HA will also include basic information relative to amenities such as security, programs and services, transportation, and the estimated waiting period for admittance to unit of different types.

## Chapter 4

### DWELLING UNIT OCCUPANCY STANDARDS

#### INTRODUCTION

This Chapter states the HA Occupancy Standards used to determine the appropriate type development and unit size for families, based on the following guidelines.

#### A. DETERMINING UNIT SIZE

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

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

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

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

A minimum of one person per bedroom.

Adults of different generations, persons of the opposite sex (other than spouses and significant others), and unrelated adults will not be required to share a bedroom.

Foster children will be included in determining unit size.

Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.

Space may be provided for a child who is away at school but who lives with the family during school recesses.

The living room may be used as a bedroom at the request of the family and the approval of the HA.

The HA may offer a family a unit that is larger than required by HA's occupancy standards.

All members of the family residing in the unit must be approved by the HA. The family must obtain approval of any additional family member before the person occupies the unit except for

additions by birth, adoption, or court-awarded custody, in which case the family must inform the HA within ten calendar days.

The temporary absence of a child from the home due to placement in foster care may be considered in determining family composition and family size, which will be considered in determining bedroom size.

## B. EXCEPTIONS TO OCCUPANCY STANDARDS

### Person with Disability

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

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

### Zero Bedroom Units

For units with zero bedrooms and that are more than 510 square feet in size, two persons may occupy that unit.

### Other Circumstances

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

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Verification from a doctor must accompany requests for a larger bedroom to accommodate medical equipment.

Requests based on health related reasons must be verified by a doctor.

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

Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to local codes). The family must agree not to request a transfer until they have been admitted and have occupied the unit for 18 months.

The family may request to be placed on a larger bedroom size waiting list than indicated by the HA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the HA before the family is placed on the larger bedroom size list.

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

C. OCCUPANCY STANDARDS ARE APPLICABLE TO TRANSFERS

When a change in the circumstances of a resident family requires another unit size, if the unit is not available at the time it is requested, the family will be placed on the Transfer List.

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

D. OCCUPANCY BY POLICE OFFICERS

In order to provide an increased sense of security for public housing residents the HA will allow one public housing unit located at the Carmelitos housing development to be occupied by a police officer.

Police officers will not be required to be income eligible to qualify for admission to the HA's public housing program.

## Chapter 5

### DETERMINATION OF TOTAL TENANT PAYMENT AND FAMILY CHOICE IN RENTS

[24 CFR 5.609, 5.611, 5.613, 5.615]

#### PART I: DETERMINATION OF TOTAL TENANT PAYMENT (TTP)

##### INTRODUCTION

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

This chapter defines the allowable deductions from gross Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the QHWRA now gives HAs broader flexibility to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

##### A. MINIMUM RENT

The minimum rent for the HA is \$50. The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The Total Tenant Payment is the greater of:

30% of the adjusted monthly income

10% of the monthly gross income

The minimum rent as established by the HA

##### HA Procedures for Notification to Families of Hardship Exceptions

The HA will notify those participant families subject to a minimum rent of their right to request a minimum rent hardship exception under the law.

The HA will notify all families at the annual recertification appointment of their right to request a minimum rent hardship exception.

The HA notification will advise the family that hardship exception determinations are subject to HA grievance procedures.

The HA will review all resident requests for exception from the minimum rent due to financial hardships.

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

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

### Exceptions to Minimum Rent

The HA will immediately grant the minimum rent exception to all families who request it.

The minimum rent will be suspended until the HA determines whether the hardship is:

Covered by statute

Temporary or long-term

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

### HUD Criteria for Hardship Exception

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

The family has lost eligibility (for reasons other than failure to comply with program requirements and/or committing program fraud) or is awaiting an eligibility determination for Federal, State, or local assistance.

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

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

Loss of employment as defined whereby an individual is out of work due to no fault of their own;

Death of the Resident or other member of the Resident's household;

Other circumstances as determined by the HA or HUD

### Temporary Hardship

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

The HA defines temporary as less than 90 days.

### Repayment Agreements for Temporary Hardship

The HA will offer a repayment agreement to the family for any such rent not paid during the

temporary hardship period.

If the family owes the HA money for rent arrears incurred during the minimum rent period, the HA will require that the family pay an initial lump sum (in an amount determined by the HA) with the remaining balance to be paid equal payments over a period of time not to exceed 12 months under \$2400 or 24 months for any amount in excess of \$2400.

Minimum rent arrears that are less than \$50 will be required to be paid in full the first month following the end of the minimum rent period.

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

## B. INCOME AND ALLOWANCES

The HA shall define income and allowances as the following:

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

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

"Adjusted income" is defined as the annual income minus any HUD allowable deductions.

### Allowable Deductions

HUD has five allowable deductions from Annual Income:

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

A. When more than one family residing in public housing shares custody of a child, only one family can claim the dependent deduction for that child. The family with primary custody or with custody at the time of the initial certification or annual recertification, receives the deduction. If there is a dispute regarding which family should claim the dependent deduction, the HA will refer to available documents such as copies of court orders or an IRS tax return verifying which family has claimed the child for income tax purposes.

B. Should a family member claiming the \$480 full-time student deduction not report to the HA a change in the student's full-time status prior to the annual recertification, the HA shall require verification of full-time enrollment status for the prior year to ensure

that there was no underpayment of rent.

2. “Elderly” allowance: \$400 per household for families whose head or spouse is 62 or over or disabled.
3. Allowable medical expenses for all family members are deducted for elderly and disabled families.
4. Childcare expenses for children under 13 are deducted when child-care is necessary to allow an adult member to work or attend school (including vocational training). This amount cannot exceed the income a family receives from working. It also cannot exceed the market rate for a day care provider in the area.
5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

C. MEDICARE PRESCRIPTION DRUG PLAN- PART D PROGRAM (PIH 2005-37)

1. In calculating annual income for a family, the low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug plan costs will be excluded as annual income for the purpose of calculating rent.
2. The Housing Authority will include as a medical expense for the medical expenses deduction, the out-of-pocket expenses incurred for prescription drugs and premiums.

A family does not have to report they have enrolled in a Medicare prescription drug plan until the time of their next recertification.

D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS

The rent for qualified families may not be increased as a result of the increased income due to such employment during the 12-month period beginning on the first day of the month following the effective date of employment. Only family members 18 years of age or older can qualify for the earned income disallowance.

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

1. Whose income increases as a result of employment of a member of the family who was previously unemployed for one or more years previous to employment;

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

2. Whose earned income increases as a result of increased earnings by a family member during participation in any family self-sufficiency or other job training program; or

The HUD definition of economic self-sufficiency program is: any program designed to

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

Amounts to be excluded are any earned income increases of a family member during the self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment. The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

3. Who is or was, within six months, assisted under any State program for TANF and whose earned income increases, if the amount received under TANF was at least \$500 for the six-month period.

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

#### Initial Twelve-Month Exclusion:

During the cumulative 12-month period beginning on the first day of the month following the effective date of employment, the HA will exclude from annual income any increase in income of the family member as a result of employment over the prior income of that family member.

#### Second Twelve-Month Exclusion:

Upon the expiration of the 12-month period referred to above, the rent payable by a family may be increased due to the continued employment of the family member above, except that during the 12-month period beginning upon such expiration the amount of the increase may not be greater than 50 percent of the amount of the total rent increase that would be applicable except for this exclusion.

#### Maximum Four-Year Disallowance:

The earned income disallowance is limited to a lifetime 48-month period for each family member. For each family member, the disallowance only applies for a maximum of 12 months total exclusion of incremental increase, and a maximum of 12-month phase in exclusion during the 48-month period starting from the date of the initial exclusion.

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month total exclusion and the second 12-month Housing phase in exclusion).

No earned income disallowance will be applied after the 48-month period following the initial

date the exclusion was applied.

### Tracking the Earned Income Exclusion

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

Such documentation will include:

Date the increase in earned income was reported by the family

Name of the family member whose earned income increased

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

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

Date the increase in income is first excluded from annual income

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

Date the family member received the total 12-month of the initial exclusion

Date the 12-month 50% disregard of the incremental increase began

Date(s) earned income ended and resumed during the second cumulative 12-month period phase-in exclusion period

Date the family member received the total 12-month of the phase-in exclusion period

Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance)

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

### Family's Responsibility to Report Changes

#### Changes in Family Composition

The HA's policy is not to alter rent amounts between annual recertifications, except in the case of a change in family composition. Residents must report all changes in the household composition.

#### Changes in Income

The HA's policy is not to alter rent amounts between annual recertifications, except in the case of a change in family composition and/ or source of income and/or an increase of \$200/month or more. If the HA determines that the family is a qualified family for Earned Income

Disallowance, the 12-month exclusion will begin on the first day of the month after the family becomes eligible. At annual recertification, the remainder of the 12-month full exclusion will be applied. After the 12-month full exclusion ends, the 12-month phase-in exclusion will begin. The family will be required to report any change in income or family composition during this period (while full or housing phase in exclusion is applied).

#### Inapplicability to Admission

The earned income disallowance is only applied to determine the annual income of families residing in public housing, and is not used in determining the annual income of applicants for purposes of eligibility or income targeting for admission.

#### E. TRAINING PROGRAMS FUNDED BY HUD

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

Upon employment with the HA, the full amount of employment income received by the person is counted. There is no 18-month exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

#### F. AVERAGING INCOME

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

When Annual Income cannot be anticipated for a full twelve months, the HA will average known sources of income that vary to compute an annual income.

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

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

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

#### G. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HA will calculate the Total Tenant Payment by excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member.

#### H. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(a)(7)]

Regular contributions and gifts received from persons outside the household are counted as

income for calculation of the Total Tenant Payment.

Any contribution or gift received on a regular basis regardless of frequency will be considered a “regular” contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. This information will be requested from the family and will be averaged over a twelve-month period and included in the calculation of Total Tenant Payment. It does not include casual contributions or sporadic gifts. (See chapter on “Verification Procedures,” for further definition.)

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

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

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

J. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(5), (c)]

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

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

In order to determine amount of retroactive resident rent that the family owes as a result of the lump sum receipt the HA will always calculate retroactively to date of receipt.

Retroactive Calculation Methodology

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

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

At the HA’s option, the HA may enter into a Repayment Agreement with the family. The HA will only enter into a Repayment Agreement with the family if they are in good standing (no unpaid rent or other charges, no disturbance complaints). The family will be required to pay fifty percent (50%) of the retroactive amount due at the time of calculation and the balance of the amount over a six-month period.

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

#### Attorney Fees

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

#### K. CONTRIBUTIONS TO RETIREMENT FUNDS—ASSETS

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

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

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

#### L. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

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

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

#### M. CHILD CARE EXPENSES

Unreimbursable child care expenses for children under 13 may be deducted from annual income if they enable an adult to work, attend school full time, or attend full-time vocational training.

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

Child-care expenses must be reasonable. Reasonable is determined by what the average child care rates are in the HA's jurisdiction.

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

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

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

Amount of Expense: Each site management office will survey the local care providers in the surrounding community to determine what is reasonable. The site management office will use the collected data as a guideline. If the hourly rate materially exceeds the guideline, the HA may calculate the allowance using the guideline.

N. MEDICAL EXPENSES [24 CFR 5.603]

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

Over-the-counter medication must be doctor-prescribed in order to be considered a medical expense and will be counted toward medical expenses for families who qualify if the family furnishes legible receipts with identification of the type of purchase.

Acupressure, acupuncture, physical therapy including exercise and chiropractic services may be considered allowable medical expenses if these services are recommended as a specific treatment by the family's primary physician.

The cost of transportation to and from medical appointments and treatments will be an allowable medical expense and will be calculated at the current IRS rate.

O. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

Applicability

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

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

Prorated Assistance Calculation

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

Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

P. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The HA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

Fraud; or

Failure to participate in an economic self-sufficiency program; or

Noncompliance with a work activities requirement.

However, the HA will reduce the rent if the welfare assistance reduction is a result of:

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

A situation where 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.

Verification Before Denying a Request to Reduce Rent

A family's request for rent reduction shall be denied upon the HA obtaining written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance.

Cooperation Agreements

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

Q. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

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

When the Utility Allowance exceeds the family's Total Tenant Payment, the HA will mail a Utility Reimbursement Payment for the family each month.

Resident-Paid Utilities

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

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

#### Resident Responsibility for Appliances

Residents who are responsible for providing one or more appliance(s) are also responsible for the maintenance and upkeep of such appliance(s). Failure to maintain such appliance(s), as specified in the Lease Agreement, is grounds for termination of tenancy.

#### R. EXCESS UTILITY PAYMENTS

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

## **PART II: FAMILY CHOICE IN RENTS**

### **A. FAMILY RENT CHOICE**

The HA shall provide information to enable each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income; or 2) the flat rent. The HA may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by the HA.

### **B. FLAT RENTS**

The HA has established, for each dwelling unit in public housing, a flat rental amount for the dwelling unit, which:

Is based on the rental value of the unit, as determined by the HA; and

Is designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts.

The HA shall review the income of families paying flat rent not less than once every three years.

### **C. INCOME-BASED RENTS**

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by the HA, that does not exceed the greatest of the following amounts:

30 percent of the family's monthly adjusted income;

10 percent of the family's monthly gross income; or

The HA's Minimum TTP of \$50.

### **D. SWITCHING RENT DETERMINATION METHODS BECAUSE OF HARDSHIP CIRCUMSTANCES**

In the case of a family that has elected to pay the HA's flat rent, the HA shall, no later than the first of the month following the month the family reported the hardship, provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made for the following hardship circumstances:

Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment through no fault of the individual, death in the family, and reduction in or loss of income or other assistance;

An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; and

Such other situations as may be determined by the HA.

All hardship situations must be verified. If a family has switched from flat rent to income-based rent because of hardship, the family shall remain on income-based rent until the next scheduled annual recertification, at which time the Housing Authority shall allow the family to elect whether to pay flat rent or income-based rent.

E. HA'S FLAT RENT METHODOLOGY

The HA has set a flat rent for each public housing unit, based on the reasonable market value of the unit. The HA's methodology is also described in the HA Agency Plan.

The HA will obtain three rent comparables for each bedroom size from unsubsidized units in the surrounding area. The rent comparable information includes factors such as age of the building, location, physical condition, amenities and design. Once three rent comparables are obtained, an average of the three rents is calculated to obtain the flat rent. Rent comparables shall be calculated not less than once each year.

The rent comparable analysis is kept at each site, including documentation as to how the flat rent was determined.

F. ANNUAL RECERTIFICATION

During the annual recertification process, the family will be provided a form from the HA, on which the family will indicate whether they choose flat rent or income-based rent. The HA form will state what the flat rent would be, and an estimate, based on current information, what the family's income-based rent would be. This form will be retained in the resident's file.

## Chapter 6

### VERIFICATION PROCEDURES

[24 CFR Part 5, Subpart B; 24 CFR 960.259]

#### INTRODUCTION

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

#### A. METHODS OF INCOME VERIFICATION AND TIME ALLOWED

The HA will use six levels of verification methods acceptable to HUD in the following order:

**Level Six: Up-Front Income Verification (UIV)** using EIV (highest priority). This level is mandatory and will be used when available.

**Level Five: Up-Front Income Verification (UIV) using a non-HUD system (highest priority).** In cases where EIV is not available, this level will be used when possible.

**Level Four: Third-Party written verification (high priority).** This verification level is defined as tenant-provided documents obtained from a third-party source. The documents must be authentic, original and computer-generated. Level Four is used:

- \* To support the information reported through EIV/UIV,

- \* When there is a discrepancy between EIV/UIV and tenant-reported income,

- \* When EIV or other forms of UIV are not available, the Housing Authority will accept authentic, original, computer-generated documents as verification of income, assets or other family circumstances.

**Level Three: Third-party written verification form (medium-low priority).** The Housing Authority will send verification forms to third party sources when:

- \* There is a discrepancy between EIV/UIV and tenant-reported income and the tenant disputes the information in EIV, or

- \* Verification levels six through four are unavailable.

**Level Two: Third-Party oral verification (low-priority).** This level will be used when sending verification forms to third-party sources under Level Three is not possible or the forms are not returned in a timely manner.

**Level One: Self-Declaration (low priority).** Certification/self-declaration verification will be the last level used if verification is not possible or able to be obtained using the higher levels of verification, the Housing Authority may allow up to 10 calendar days for the return of third-party verification forms before using the next verification level.

At all times, should the HA not obtain Levels 6, 5 4 or 3 of the verification hierarchy, the HA staff must document why such verifications were not obtained and the verification method utilized to substantiate the information.

Third-Party Verification for applicants may not be more than 60 days old at the time of a unit offer. For residents, they are valid for 60 days from date of receipt.

#### Up-Front Income Verification (UIV)

The Housing Authority will utilize up-front income verification tools. The use of the EIV system is mandatory and will be used whenever possible. Other UIV systems, such as the DPSS LEADER system for the verification of DPSS benefits and the Work Number, will be used whenever possible when EIV is unavailable.

If there is a difference in source of income or a substantial difference (\$2,400 annually or \$200 monthly) in reported income between EIV verification and family-provided documents and the tenant disputes the discrepancy or cannot provide adequate documentation to validate the discrepancy, the HA shall follow the guidelines below:

- The HA will send written third party verification forms to the disputed income source.
- The HA may review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when the HA can not readily anticipate income, such as in the cases of seasonal employment, unstable working hours, and suspected fraud.
- The HA will analyze all data (UIV data, third party verification documents provided by the family and verification forms returned by the disputed income source) and attempt to resolve the income discrepancy.
- The HA will use the most current information available to calculate the anticipated annual income.

In cases where UIV income data is different than tenant-reported income and the tenant does not dispute the discrepancy and can provide adequate documentation to validate the discrepancy, the HA will use the written third party documents provided by the family to calculate the anticipated annual income.

#### **B. RELEASE OF INFORMATION**

Applicants and residents are required to sign specific authorization forms when information is needed that is not covered by the HUD Form 9886, Authorization for Release of Information.

Each family member requested to consent to the release of information will be provided with a

copy of the appropriate forms for their review and signature. Family refusal to cooperate with the HUD prescribed verification procedure will result in denial of admission or termination of tenancy in accordance with the family's obligation to provide information requested by the HA.

C. ITEMS TO BE VERIFIED

1. All income not specifically excluded by the regulations.  
  
Zero-income applicants and residents will be required to complete a family expense form at each certification or recertification interview.
2. Full-time student status including high school students who are 18 or over.
3. Current assets including assets disposed of for less than fair market value in preceding two years.
4. Child-care expense where it allows an adult family member to be employed, seek employment or to further his/her education.
5. Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
6. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow an adult family member to be employed.
7. Legal identity.
8. U.S. citizenship/eligible immigrant status.
9. Social Security Numbers for all family members
10. Preference status, based upon HA preferences.
11. Family/marital status when needed for head of household or spouse definition.
12. Disability for determination of preferences, allowances or deductions.
13. Enrollment in a Medicare prescription drug plan.
14. The amount of prescription drug benefits received.
15. Actual or threatened incidents of domestic violence, dating violence, sexual assault or stalking.

#### D. VERIFICATION OF INCOME

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

##### Employment Income

Acceptable methods of verification include, but are not limited to the following:

1. Enterprise Income Verification (EIV) system, or if EIV is unavailable, other Up-Front Income Verification (UIV) tools, such as the Work Number.
2. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings. This may be requested, along with W-2 forms, to supplement EIV data or a primary verification in the event EIV or other UIV tools are unavailable. Residents are required to provide the HA with two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the HA will project income based on the information from traditional written third party verification form or other acceptable verification method.
3. Employment verification form completed by the employer.
4. Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year-to-date earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

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

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

##### Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, but are not limited to the following:

1. Enterprise Income Verification (EIV) system
2. Computer report electronically obtained or in hard copy.

3. Award or benefit notification letters prepared by the providing agency.
4. Bank statements for direct deposits.

#### Unemployment Compensation

Acceptable methods of verification include, but are not limited to the following:

1. Enterprise Income Verification (EIV) system.
2. Verification form completed by the unemployment compensation agency.
3. Payment stubs.
4. The Employment Development Department (EDD) no longer responds to requests for verification of unemployment and State Disability Insurance benefits.

#### Welfare Payments or General Assistance

Acceptable methods of verification include, but are not limited to:

1. DPSS LEADER computerized database of DPSS clients
2. Computer-generated DPSS Notice of Action
3. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
4. HA verification form completed by payment provider.

#### Alimony or Child Support Payments

Acceptable methods of verification include, but are not limited to the following:

1. Computerized official printout of payments made, if through a State agency.
2. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
3. A notarized letter from the persons paying the support.
4. HA verification form completed by payment provider.
5. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.
6. If payments are irregular, the family must provide appropriate court or welfare agency documents supporting the family's claim that the amount they are actually receiving is less child support/alimony than was ordered.

The County of Los Angeles Child Support Services Department no longer responds to written or

oral third-party verification requests by the HA.

### Net Income from a Business

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

Acceptable methods of verification include, but are not limited to the following:

1. IRS Form 1040, including:
  - Schedule C (Small Business)
  - Schedule E (Rental Property Income)
  - Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business.
3. Documents such as cash-books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

### Child Care Business

If an applicant/resident is operating a licensed day care business, income will be verified as with any other business.

If the applicant/resident is operating a "cash and carry" operation (licensed or not), the HA will require the applicant/resident to complete a form for each customer giving: name of person(s) whose child(ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

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

### Recurring Gifts

The family must furnish a Notarized Statement, which contains the following information:

The person who provides the gifts

The value of the gifts

The estimated frequency of the gifts

### Zero-Income Status

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

Families must also provide a written statement as to how they meet living expenses, such as utilities, food, clothing, and other incidentals, when they claim a zero income.

### Full-Time Student Status

Only the first \$480 of the earned income of full time students 18 years of age or older (including those who are temporarily absent), other than head or spouse, will be counted towards family income.

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

- Verification of full time student status includes: Written verification from the registrar's office or other school official.
- School records indicating enrollment for sufficient number of credits to be considered a full-time student by the education institution.
- A copy of student's transcript or grade report.

### E. INCOME FROM ASSETS

Acceptable methods of verification include, but are not limited to the following:

#### Savings Account Interest Income and Dividends

Will be verified by:

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

#### Interest Income from Mortgages or Similar Arrangements

Acceptable documents for verification include, but are not limited to the following:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer

to the family is not sufficient unless a breakdown of interest and principal is shown.)

2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

#### Net Rental Income from Property Owned by Family

Acceptable documents for verification include, but are not limited to the following:

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

#### F. VERIFICATION OF ASSETS

##### Family Assets

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

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, a 3-month checking account average and a 3-month average of savings account funds, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

Verification forms from a financial institution or broker.

##### Assets Disposed of for Less than Fair Market Value (FMV)

1. For all certifications and recertifications, the family will certify as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

2. If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows:
  - (a) all assets disposed of for less than FMV;
  - (b) the date they were disposed of;
  - (c) the amount the family received; and
  - (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

G. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

Acceptable documents for verification include, but are not limited to the following:

- Verification documents the family obtained from the childcare provider that specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and typical yearly amount paid, including school and vacation periods.
- Written verification form returned by the person or the agency who receives the payments. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.
- Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.
- In all instances, the HA may also request income tax records, money orders to the childcare provider and/or cancelled checks.

Medical and Disabled Assistance Expenses

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

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of
  - (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and
  - (b) extent to which those expenses will be reimbursed by insurance or a government agency.
2. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

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

1. Assistance to Persons with DisabilitiesIn all cases the HA may require:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

2. Attendant Care:

If the family pays for any portion of the attendant care expenses, the attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

3. Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

NOTE: Disability expenses are allowable deductions only if the expenses enable a member of the household age 18 and over (including the disabled member) to go to work.

#### H. VERIFYING NON-FINANCIAL FACTORS

##### Verification of Legal Identity

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

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Certificate of birth, naturalization papers

Current, valid Driver's license

Department of Motor Vehicles Identification Card

U.S. military discharge (DD 214)

U.S. passport

Foreign Consulate Identification Cards (FCICs) approved by the Los Angeles County Board of Supervisors for the purpose of verifying identity.

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

Certificate of birth

Adoption papers

Custody agreement

##### Verification of Marital Status

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

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

Verification of marriage status is a marriage certificate.

##### Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases

where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

Verification of relationship:

Official identification showing names

Birth certificates

Verification of guardianship:

Court-ordered assignment

Affidavit of parent

Verification from social services agency

School records

Evidence of an established family relationship:

Joint bank accounts or other shared financial transactions

Leases or other evidence of prior cohabitation

Credit reports showing relationship

#### Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the HA will consider any of the following as verification:

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.

Statements from other agencies such as social services that the adult family member is no longer living at that location.

If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

#### Verification of Change in Family Composition

The HA may verify changes in family composition (either reported or unreported) through letters, telephone calls, leases, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources. Verification of legal custody must be a court-ordered assignment or verification from a social service agency.

### Verification of Disability

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

### Verification of Citizenship/Eligible Immigrant Status

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

Citizens or Nationals of the United States required to sign a declaration under penalty of perjury.

Eligible Immigrants who were residents and 62 or over on June 19, 1995, required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The HA verifies the status through the USCIS SAVE system. If this primary verification fails to verify status, the HA must request within ten days that the USCIS conduct a manual search.

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of non-contending members.

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

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For family members added after other members have been verified, the verification occurs prior to the new member moving in. Once verification has been completed for any covered program, it need not be repeated. The Housing Authority will also request new immigration documents for those individuals whose immigration documents that prove eligibility

has expired.

Extensions of Time to Provide Documents. The HA will grant an extension of 30 days for families to submit evidence of eligible immigrant status or a receipt issued by the United States Citizenship and Immigration Service (USCIS) for issuance of replacement documents.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Foreign Passport with I-551 stamp

Arrival-Departure Record (I-94) with no annotation accompanied by:

- A final court decision granting asylum (if no appeal is taken);
- A letter from an INS or USCIS asylum officer granting asylum (if application is filed on or after 10/1990) or from an INS director granting asylum (application filed before 10/1990);
- A court decision granting withholding of deportation; or
- A letter from an asylum officer granting withholding of deportation (if application filed on or after 10/1/90)

Arrival-Departure Record (I-94) stamped with one of the following:

- “Admitted as a Refugee Pursuant to Section 207”
- “Section 208” or “Asylum”
- “Section 243(h)” or “Deportation stayed by Attorney General”
- “Paroled Pursuant to Section 221(d)(5) of the INS (or USCIS)”

Temporary Resident Card (I-688) annotated “Section 245A” or Section “210”

Employment Authorization Card (I-688B) annotated “Provision of Law 274a. 12(11)” or “Provision of Law 274a.12”

Any official revision of the acceptable documents listed above

Receipt issued by the USCIS for issuance of replacement of any of the above documents that shows individual’s entitlement has been verified

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

Determination of Ineligibility. After the HA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

### Verification of Social Security Numbers

Social Security numbers must be provided as a condition of eligibility for all family members, except for family members who were determined eligible on or before January 31, 2010 and were at least 62 years old on that date, and family members who are not eligible to obtain a Social Security number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration.

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

- \* A document issued by the Social Security Administration that contains the name and Social Security number of the individual; or
- \* A document issued by a Federal, state or local government agency that includes the name, Social Security Number and other identifying information about the individual.

All new family members, except children age 5 and under, who have not been assigned a number, will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the HA.

A child age 5 or under who has not been assigned a number, will be required to produce their Social Security card or provide the substitute documentation described above. This information is to be provided at the time the change in family composition is reported to the HA and the family member will not be added to the household composition until it is provided.

If an applicant or resident is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or resident must sign a certification to that effect provided by the HA. The applicant/resident or family member will have an additional 60 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family member must be removed from the household or the family's tenancy will be terminated.

In the case of an individual at least 62 years of age, the HA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family member must be removed from the household or the family's tenancy will be terminated.

If the family member states they cannot legally obtain a Social Security number, the family member will be required to sign a certification to this effect.

## I. VERIFICATION OF SUITABILITY FOR ADMISSION

Sources to be used to determine suitability include but are not limited to:

Criminal History Reports

Prior landlord references

Physicians, social workers, and other health professionals

HA of the County of Los Angeles and Other HAs (to whom the family may owe debt)

(See Chapter 2 on eligibility.)

### Ability to Meet Financial Obligations Under the Lease

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

All applicants may be interviewed and asked questions about the basic elements of tenancy.

The HA may access a Credit Report on all applicants prior to selection.

The HA may independently verify the rent-paying history of all applicants directly from previous landlord(s).

### Drug-Related or Violent Criminal Activity

The HA will complete a criminal background check of all adult members of the household.

### Housekeeping

The HA will obtain references from prior landlords to determine acceptable housekeeping standards.

The HA may conduct a home visit prior to admission.

## J. VERIFICATION OF WAITING LIST PREFERENCES [24 CFR 5.410, 5.415, 5.430]

### Local Preferences

1. Homeless families: This preference requires written certification by an agency with whom the HA has a cooperation agreement.
2. Residency preference: For families who live, work or have been hired to work in the jurisdiction of the HA. Families who are unable to work due to age or disability automatically qualify for this preference.

In order to verify that an applicant is a resident, the HA will require any of the following documents: rent receipts, leases, utility bills, employer or agency records, school records,

drivers licenses, voters registration records, credit reports, statement from household with whom the family is residing.

3. Veterans preference: This preference is available to current members of the U.S. Armed Forces, veterans, or surviving spouses of veterans.

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

#### K. VERIFICATION OF VAWA STATUS

The HA will request that an individual certify via HUD Form 50066, "Certification of Domestic Violence, Dating Violence, or Stalking", that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in Public Law 109-162 referencing amendments made to Section 6 of the United States Housing Act of 1937 (42 U.S.C. 1437d); Such certification shall include the name of the perpetrator. The HA will request the certification in writing and require that the resident come into the management office to pick up HUD Form 50066 "Certification of Domestic Violence, Dating Violence, or Stalking". In those cases where the victim of domestic violence, dating violence, or stalking is unable to pick up the form due to imminent danger by the perpetrator, the HA will arrange to safely provide the form to the victim. The individual shall provide such certification within 14 business days after the individual receives HUD Form 50066, "Certification of Domestic Violence, Dating Violence, or Stalking". If the individual does not provide the certification within 14 days of receiving the form, nothing in this subsection, or in paragraphs (5) or (6) of subsection (1) in Public Law 109-162, may be construed to limit the authority of the HA to evict any tenant that commits violations of the Public Housing Lease Agreement. At the discretion of the HA, the 14-day deadline may be extended.

An individual may also satisfy the certification requirement by producing a Federal, State, tribal, territorial, or local police or court record or providing the HA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of the abuse. The professional must attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation.

The HA will not demand that an individual produce official documentation or physical proof of the individual's status as a victim of domestic violence, dating violence, or stalking in order to receive any of the benefits provided in this section. At the discretion of the HA, an individual may be provided benefits based solely on the individual's statement or other corroborating evidence.

## Chapter 7

### TRANSFER POLICY

#### INTRODUCTION

It is the policy of the HA to permit a resident to transfer within or between housing developments under certain conditions (i.e., to be in closer proximity to work or school); when it is necessary to comply with occupancy standards; or when it will help accomplish the affirmative housing goals of the HA.

The HA will always consider transfer requests as a reasonable accommodation for a person with a disability.

Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability<sup>1</sup>.

Residents will receive one unit offer for a transfer, whether for HA-initiated transfers or resident-initiated transfer requests approved by the HA. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

The HA Executive Director shall retain discretionary authority to approve/disapprove all transfers.

#### A. HA-INITIATED TRANSFER CATEGORIES

The HA may require that a family transfer to another unit at the same housing development or to another housing development under the following hierarchy:

##### 1. Emergency Transfers:

Emergency transfers are mandatory when the HA determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety<sup>2</sup>; alleviate verified disability problems of a life threatening nature; or to protect residents due to a reasonable fear of direct violence<sup>3</sup>.

These transfers shall take priority over new admissions.

##### 2. Category 1

Category 1 Administrative transfers include mandatory transfers to remove residents who are witnesses to crimes and may face reprisals; provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; perform work (e.g., repair, modernization, or lead hazard reduction work) above a specified scale and duration that disturbs lead-based paint or controls lead-based paint hazards; or permit a family that requires a unit with accessible features to occupy such a

unit.

These transfers shall take priority over new admissions.

Requests for these transfers will be made to the HA Administrative Office with the necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by the HA (e.g., moving a person with mobility problems to a unit with accessible features or temporarily moving residents to a unit free of lead-based paint hazards).

3. Category 2 correct serious occupancy standards problems.

These transfers will take priority over new admissions.

Category 2 transfers will only be made if the family size is so small that it includes fewer persons than the number of sleeping areas, or so large that the number of household members would equal more than two persons per sleeping area. These transfers are mandatory.

If the family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

4. Category 3 transfers may be made to avoid concentration of the most economically and socially deprived families, correct occupancy standards<sup>4</sup>, or address situations that interfere with peaceful enjoyment of the premises.

These transfers will not take priority over new admissions.

## B. PROCESSING TRANSFERS

1. Transfers will be sorted into their appropriate categories by the Property Manager for their respective sites. Transfers will be made in the following order:

First: Emergency transfers;

Second: Category 1;

Third: Category 2;

Fourth: Resident initiated transfer requests and,

Fifth: Category 3

Within each category, transfer requests will be sorted by the date the completed request (including any verification needed) is received from the Program Specialist or Resident Manager.

2. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim re-examination.

3. Residents in Category 2 over/under housed status will be advised by the HA that a transfer is recommended and that the family has been placed on the transfer list.
4. When a HOH, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is four (4) years of age. Exceptions: spouse or partner is added to the Lease Agreement, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household.

C. TRANSFERS AT THE REQUEST OF THE RESIDENT

1. A resident shall have resided in their unit for a minimum of 24 months before being eligible for a transfer to another housing development. Each resident may not request more than one transfer every four years. (Exceptions to this standard will be made for medical or other emergency situations.)
2. Furthermore, the HA will consider approving transfer requests, other than those for health and safety reasons, by taking into account whether the resident is in good standing with the HA. Please see Section D below, “Good Record Requirement for Transfers”.
3. New applicants shall have priority over transfers except for Emergency and Category 1 and Category 2 transfers and other Administrative reasons as determined by the HA.
4. Residents requesting to transfer to another unit or development are required to submit a Resident Request to Transfer Form to the site management office. Within ten calendar days, the Property Manager will review the request and determine if the resident is in good standing with the HA, has met the 24 month residency requirement, and has not transferred from another site within the last four years.
5. Upon determination by the Property Manager that the resident has met the transfer eligibility criteria, the Resident Request to Transfer Form (RRTF) will be submitted to the Area Manager for review and approval.
6. Should the request be approved, the Property Manager will request that the Eligibility and Suitability Supervisor, or his/her designee, to review the list of available units to determine if a vacant unit, of the appropriate size, is available. The HA will inform the resident of the unit location and allow the resident an opportunity to view and/or accept the unit. Upon acceptance of the unit by the resident, the HA will notice the resident of the date of their lease termination for their old unit and the move-in date for the new unit.
7. Should a unit not be available, HA will notify the resident that their name has been placed on the transfer list for the location and/or bedroom size desired. If the request is denied, the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an informal hearing.
8. Requests to transfer to another unit within the same development, generally for medical reasons or to accommodate a smaller/larger family composition, will be reviewed and approved by the Property Manager. As units become vacant, the Property Manager will review the transfer list to determine if a request has been approved for a unit of a particular bedroom size and/or accessibility features. The Property Manager will advise the Eligibility/Suitability Unit Supervisor that the unit has been flagged for a intra-development transfer. In cases where the Property

Manager denies the transfer request, the resident will be notified in writing of the decision and offered an opportunity for an informal hearing.

D. UNIT OFFERS

1. With the exception of Emergency, Category 1, and Category 2 Transfers, the HA will make a maximum of one unit offer to residents. A resident must accept or reject the unit offered within three calendar days of the date of the offer is made. Residents are entitled to reject transfer offers for a “good cause”.
2. Examples of “good cause” reasons for the refusal to take a housing unit offered include, but are not limited to:
  - i. Unit is not of the proper size and type, and the applicant would be able to reside there only temporarily;
  - ii. Unit contains lead-based paint, and accepting the offer could result in subjecting the applicant’s children under seven (7) years of age to lead-based paint poisoning;
  - iii. An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; (24 CFR 945.303(d));
  - iv. A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member;
  - v. The unit is inappropriate for the applicant’s disabilities.

E. GOOD RECORD REQUIREMENT FOR TRANSFERS

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past 24 months:
  - i. have not engaged in criminal activity that threatens the health and safety of residents and staff;
  - ii. do not owe back rent or other charges, or evidence a pattern of late payment;
  - iii. meet reasonable housekeeping standards and have no housekeeping lease citations; and
  - iv. can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).
2. Exceptions to the good record requirements may be made for emergency transfers as deemed necessary by the HA.
3. Absent a determination of exception, the following policy applies to transfers:
  - i. If back rent is owed, the resident will not be transferred until the total amount of back rent is paid in full.

- ii. A resident with housekeeping standards citations will not be transferred until he/she passes a follow-up housekeeping inspection.

#### F. SECURITY DEPOSITS

1. The HA will charge the family for any damages to the previous unit that exceed that unit's security deposit. If there is a balance left on the original security deposit, it will be refunded. The family must pay a new security deposit to the receiving development. Any charges due prior to move out (i.e., delinquent maintenance charges, late rent fee, etc.) will be billed by the sending development to the resident. Moreover, any charges incurred after the resident vacates the unit (i.e., maintenance charges) which exceed the security deposit will also be billed to the resident.
2. In the case of HA initiated transfers, the inability to pay the security deposit should not delay the transfer and will be handled on a case-by-case basis.

#### G. RESIDENT'S RESPONSIBILITY

Residents are responsible for all moving costs related to their transfer. The HA will only incur the reasonable cost of transfers initiated by the HA due to demolition, disposition, revitalization, rehabilitation, and/or a reasonable accommodation for a resident with a disability.

Residents must return the keys to their old unit no later than one day prior to the Lease Agreement ending date. Should the resident not return the keys to their old unit, the sending development, in addition to billing the resident, will also notify the receiving development of the resident's outstanding balance. Failure to pay outstanding charges to the HA is a material breach of the Lease Agreement and the resident will be subject to termination of their tenancy.

#### H. RECERTIFICATION

The date of annual recertification will change upon the completion of the transfer. A resident may have more than one annual recertification as a result of their transfer in accordance with the HA policy.

<sup>1</sup> 24 CFR 100.5

<sup>2</sup> If a unit become uninhabitable due to conditions caused by the resident, any member of the resident household, or the resident's guests, will be addressed through the lease violation process and the resident shall not have the rights set forth above, or if the cause for the conditions is determined after the transfer, the HA may still terminate tenancy.

<sup>3</sup> Such transfers may be initiated after the HA receives input from local law enforcement. In considering whether to initiate such transfers, the HA will take account the circumstances creating the risk of violence and make a determination in the best interest of the resident and the HA.

<sup>4</sup> Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms.

## Chapter 8

### LEASE AGREEMENT

[24 CFR 966.4]

#### INTRODUCTION

All units must be occupied pursuant to a dwelling Lease Agreement that complies with HUD's regulations [24 CFR Part 966]. This chapter describes the HA's policies pertaining to lease execution, terms of Lease Agreement, security deposits, rent payments, inspection of units, and additions to the lease.

#### A. LEASE ORIENTATION

Upon execution of the lease, the HA will conduct a lease orientation for all adult members of the household. The family must attend an orientation before taking occupancy of the unit.

Families will be provided with the following information during the lease orientation:

- A copy of the Lease Agreement
- A copy of the HA's lease and grievance procedure
- A copy of the House Rules
- A copy of the full application and signed release forms
- A copy of Parking Policy
- Information on the Privacy Act
- Lead Based Paint Information
- Fair Housing Booklet
- A copy of the HA's Pet Policy
- A schedule of HA maintenance charges

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

- Applicable deposits and other charges
- Provisions of the Lease
- Orientation to the community
- Unit maintenance and work orders

## B. TERM OF LEASE AGREEMENT

The initial term of the lease will be for 12 months. The lease will renew for a 12-month term unless good cause exists not to renew the lease.

See Chapter 11 for further detail regarding the date of annual re-examination and the Lease Agreement anniversary date.

## C. EXECUTION OF LEASE

The lease shall be executed by the head of household, spouse, and all other adult members of the household, and by an authorized representative of the HA, 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 resident, and the HA will retain one in the resident's file. The lease is incorporated into this policy by reference. The lease document will reflect current HA 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 residents.

A new lease is executed at the time of the transfer of a resident from one HA unit to another with a change in recertification date.

If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change.

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

Households that include a live-in attendant are required to execute a lease addendum authorizing the arrangement and describing the status of the attendant.

## D. MODIFICATIONS TO THE LEASE

The HA may modify its form of lease from time to time, giving residents 30 days for an opportunity to comment on proposed changes and advance notice of the implementation of any changes.

Schedules of special charges and rules and regulations are subject to modification or revision. Residents will be provided at least thirty days written notice of the reason(s) for any proposed

modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, and at site management offices.

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

A resident's refusal to execute HA approved lease modifications, or those modifications required by HUD, is a material breach of the Lease Agreement and grounds for termination of tenancy.

E. ADDITIONS TO THE LEASE

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

Following receipt of a family's request to add a new member, the HA will conduct a pre-admission suitability review for those proposed household members over the age of 18 and conduct a screening for sex offender status for proposed members between the ages of 13 to 17 years of age. Only those members approved by the HA will be added to the lease. Furthermore, the HA will consider whether the resident's request to add a member(s) will exceed the occupancy limit for the unit as a factor determining whether to approve the request.

Factors which may determine a pre-admissions suitability review include, but are not limited to:

In cases where the resident plans to marry and add his or her spouse to the lease;

In cases where resident desires to add a new family member to the lease, and/or employ a live-in aide.

In addition, the HA may exercise its discretion to screen prospective household members under the age of 18 provided a parent or legal guardian signs consent to allow the HA to access the juvenile records of the child. Sources to be checked may include any of the following:

School Records (attendance/behavior)

Juvenile Probation/Court Records

Police Records

Children born to a family member are not subject to screening for purposes of determining household additions.

Residents who fail to notify the HA of additions to the household, or who permit persons to join the household (includes permitting non-tenants to utilize a resident's address), without undergoing screening are considered to have unauthorized occupants by the HA, and are in violation of the lease and subject to termination of tenancy [24 CFR 966.4(f)(3)].

Upon approval of the additional household members, the HA will amend the Form 50058 to

reflect the change in household composition and income. In cases where the new household member is over the age of 18, the HA will execute a new Lease Agreement with the family and amend the anniversary date. In such cases, the HA will conduct an annual reexamination. However, in cases where the new household member is under the age of 18, the HA will process an interim re-examination and the Lease anniversary date will remain the same.

F. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES  
[24 CFR 8.27(a)(1)(2) and (b)]

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

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

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

Third, to an eligible qualified applicant on the waiting list who does not require the special features of the vacant unit.

The HA may require such applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

G. UTILITY SERVICES

Residents are responsible for direct payment of utilities. Residents must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits. Failure to maintain utility services during tenancy is a lease violation and grounds for termination of tenancy.

If there is a utility reimbursement payment, the HA shall pay the utility reimbursement payment directly to the resident.

H. SECURITY DEPOSITS

New residents must pay a security deposit to the HA at the time of admission.

Mixed Population (elderly/disabled) Developments:

The Security Deposit is the greater of the applicant's TTP or \$75 for mixed population (elderly/disabled) developments.

General Occupancy Developments:

The Security Deposit is the greater of the applicant's TTP or \$125 for general occupancy developments.

The HA will hold the security deposit for the period the resident occupies the unit.

The HA will refund to the resident 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 HA will refund the Security Deposit less any amounts owed, as required by California State Law, within 21 days, following move out and resident's notification of new address.

The HA will provide the resident or designee identified above with a written list of any charges against the security deposit. If the resident disagrees with the amount charged to the security deposit, the HA 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 HA. All keys to the unit must be returned to the Management upon vacating the unit.

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

If the resident transfers to another unit, the HA will refund the security deposit, less damages, and collect a new deposit, using the current information regarding Total Tenant Payment. If applicable, the resident will be informed of the new deposit amount.

I. RENT PAYMENTS

The tenant rent is due and payable to a specified Bank of America (BofA) Post Office Box on the first day of every month. If the first day falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If BofA does not receive a payment by the fifth business day of the month, a notice to pay rent or quit will be served on the resident. Residents shall make all payments by check or money order payable to THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES (HACoLA). The HA shall collect a fee in the amount charged the HA by the bank anytime a check is not honored for payment. Residents who submit more than two (2) checks that are not honored for payment will be required to make rent payments by money order only.

J. FEES AND LOCKBOX SYSTEM

The following is the LOCKBOX procedure for paying rent:

All rent payments are mailed to a Bank of America (BofA) Postal Office Box;

BofA scans the front of the money order/check, envelope and statement;

All scanned documents and payment information is inputted and batched by BofA;

BofA uploads all payment information to a secure web site;

The HA accesses the secure BofA web site and import rent payment data into the Yardi Voyager housing software.

K. NONPAYMENT PENALTIES

If BofA does not receive the resident's rent payment by the fifth day of the month, a late fee as set forth in the lease will be charged.

L. SCHEDULES OF MAINTENANCE CHARGES

A schedule of charges for maintenance services and repairs which is incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the management office.

M. INSPECTIONS OF PUBLIC HOUSING UNITS

Move-In Inspections

The HA 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 HA and the resident, will be kept in the resident file.

Annual Inspections

The HA will inspect all units annually in accordance with the HUD Uniform Physical Condition Standards (UPCS).

The HA Inspection report will indicate whether required corrections are to be charged to the resident or covered by the HA.

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

Quality Control Inspections

The HA will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which the HA can be of service to the family and to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

The HA will conduct quality control inspections of not less than 5% of all units.

### Special Inspections

The HA may conduct a special inspection for housekeeping, unit condition, or suspected lease violation every 30 days for one year. Tenants will have 30 days to correct any deficiencies noted by the HA and may be subject to one or more follow-up inspections.

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

### Move-Out Inspections

The purpose of these inspections is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The HA will determine if there are resident caused damages to the unit. Resident caused damages may affect part or all of the family's security deposit.

In accordance with Section 1950.5(f) of the California Civil Code, the HA will abide by the following Move-Out Inspection procedures when the resident submits a 30-day Notice of Intent to Vacate or the HA issues a 30-day Notice to Vacate or a 14-Day Notice to Pay Rent or Quit or a 30-Day Notice to Cure or Quit, to the resident.

These procedures do not apply to residents who receive a Three-Day Notice to Quit due to a lack of time to provide an initial Move-Out inspection.

The HA shall notify the resident in writing of their option to request an initial Move-Out inspection and their right to be present at the inspection.

At the time the resident submits a 30-Day Notice of Intent to Vacate or the HA issues a 30-Day or 14-Day Notice, the residents will be informed that the request for the initial inspection must be in writing and delivered to the Management office during normal business hours within three (3) days of the date of service of the Notice. Should the resident fail to request an initial inspection, the HA will be discharged of its duty.

After the resident submits a request for an initial inspection, the HA and the resident will schedule said inspection at a mutually agreed upon date and time. The inspection should be scheduled no earlier than two weeks before the termination of the Lease Agreement.

The HA will give the resident 48 hour prior written notice of the mutually agreed upon date and time. However, the HA and the resident may forego the 48 hour written notice by executing a written waiver. The HA will then proceed with the inspection whether the resident is present or not in the unit.

Upon the completion of the inspection, the HA will give the resident an itemized statement specifying the items that are in need of repair and/or cleaning which will be the basis for deductions from the security deposit. This itemized statement will be handed to the resident at the conclusion of the inspection or placed inside the unit (should the tenant not be present).

The resident will have the opportunity during the period from the completion of the initial inspection until termination of the Lease Agreement to remedy the deficiencies.

Following the final inspection, the HA may deduct from the security deposit items not cured, items which occurred after the initial inspection, or items not identified during the initial inspection due to the presence of the resident's possessions.

### Emergency Inspections

The HA may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit. In addition, the HA may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

### Entry of Premises Notices

The HA will give 48 hour advance written notice prior to entering the unit for non-emergency inspections or repairs. Non-emergency entries to the unit will be made during reasonable hours of the day. For emergency inspections or repairs, no advance notice is required for the HA to enter the unit. Furthermore, the HA will consider tenant maintenance service requests as constituting permission for the HA to enter the unit to conduct repairs.

An adult family member must be present in the unit during the inspection or repair if there are children present in the unit.

If no person is at home, the HA will enter the unit and conduct the inspection or repairs and will leave a written notice to the resident explaining the reason the unit was entered and the date and time.

Where the HA is conducting regular annual examinations of its housing units, the family will receive at least thirty days advance notice of the inspection to allow the family to prepare and be able to pass the inspection.

The HA reserves the right to enter a unit, subject to the applicable notice, under the following conditions:

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

### Non-Inspection Emergency Entry

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

### Family Responsibility to Allow Inspection

It is a violation of the Lease Agreement for the resident to refuse to allow entry to the unit for the reasons set forth in this ACOP.

### Housekeeping Citations

Should the HA observe housekeeping deficiencies in the course of conducting an annual unit inspection, the Property Manager will issue a Housekeeping Citation to the resident, and schedule a housekeeping inspection. Should the resident “fail” the housekeeping inspection, the HA will conduct such inspections every thirty (30) days for a twelve (12) month period.

Serious housekeeping deficiencies which pose a health and safety risk to the resident and/or neighbors and/or the development can be considered a material breach of the Lease and grounds for termination of tenancy.

More than one citation issued to a family who has purposely and for convenience disengaged the unit’s smoke detector will also be considered a violation of the Lease.

### Resident Damages

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

“Beyond normal wear and tear” is defined as items that could be charged against the resident’s security deposit under state law.

### N. GUEST POLICY

Residents shall obtain HA management written approval for the presence of any person not identified in the lease as a member of the resident’s household who occupies the unit for over ten consecutive days or a total of 14 days within a twelve month period. The Executive Director or his/her designee has discretionary authority to approve the occupation of a unit beyond 14 days.

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

The HA will consider:

Statements from neighbors and/or HA staff

Vehicle license plate verification

Post Office records

Driver’s license verification

Law enforcement reports

Credit reports

Use of the unit address as the non-household member’s current residence for any purpose is not authorized and is considered a breach of the Lease Agreement.

The burden of proof that the individual is a guest rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the HA may terminate the family’s lease since prior approval was not requested for the addition.

In a joint custody arrangement, if the minor is in the household less than 90 days per year, the minor will be considered to be an eligible guest and not a family member. If both parents reside in Public Housing, only one parent shall be able to claim the child for deductions and for determination for the occupancy standards.

O. HOME OCCUPATIONS

The HA in its sole discretion, may authorize a unit to be used as a place for conducting a home occupation; provided that the unit is used primarily as a place of residence and the following conditions are met to assure that the use of the unit is consistent with residential use and will not disturb the peaceful enjoyment of the premises by other residents.

Criteria for Home Occupations

1. No construction, structural alteration or addition to the unit shall be permitted;
2. Not more than one room in a unit shall be primarily used in connection with the home occupation;
3. No special equipment or facilities other than furnishings, small tools, and hand-carried or light office machines shall be installed or utilized;
4. No persons other than residents of the HA shall work on the Premises in connection with the home occupation;
5. There shall be no excessive vehicular traffic to or from the unit by customers, salesmen, repairmen, service vehicles, deliverymen, messengers or others beyond the amount of such traffic generally incidental to residential uses;
6. No sound created by the operation of the home occupation shall raise the noise to a level which disturbs the neighbors or the housing complex;
7. No hazardous or offensive materials shall be stored or utilized;
8. No sign shall be displayed which in any way indicates the presence of a nonresidential activity;
9. There shall be no evidence of nonresidential activity visible from any point beyond the immediate premises where the home occupation is located;
10. Storage of goods and materials not associated with residential uses shall be limited and shall not create a safety or health impact such as, but not limited to, fire safety or blockage of passage ways;
11. Sale of firearms shall be prohibited.
12. The Property Manager shall have final approval of all Home Occupation activities.

## Criteria for Childcare Home Occupations

For those residents electing to provide childcare in their unit, the following additional requirements must be followed:

1. Criminal background check for all family members 18 years of age and older;
  2. Executed Space Use Agreement (SUA) which will include the following:
    - a. In accordance with the revised Health and Safety Code Section 1597.531, the childcare provider shall maintain one of the following:
      1. Liability insurance kept in force covering injury to clients and guests in the amount of at least one hundred thousand dollars (\$100,000) per occurrence and three hundred thousand dollars (\$300,000) in the total annual aggregate, sustained on account of the negligence of the licensee or its employees; or
      2. A bond in the aggregate amount of three hundred thousand dollars (\$300,000); or
      3. A file of affidavits signed by each parent with a child enrolled in the home. The affidavit shall state that the parents has been informed that the family child care home does not carry liability insurance or a bond according to standards established by the state of California, and that the parent has been informed that the liability insurance, if any, of the owner of the property may not provide coverage for losses arising out of, or in connection with, the operation of the family day care home, except to the extent that the losses are caused by, or result from, an action or omission by the owner of the property for which the owner of the property would otherwise be liable under the law.
- A family day care home that maintains liability insurance or a bond pursuant to the above section, shall name the HA as an additional insured party on the liability insurance policy or bond with the following conditions being met:
- The HA may make a written request to be added as an additional insured party;
- The addition of the HA does not result in cancellation or nonrenewal of the insurance policy or bond carried by the family day care home;
- Any additional premium assessed for this coverage is paid by the HA.
- b. Copy of State of California Child-Care License
  3. Pass a Unit Inspection;
  4. Comply with the Home Inspection Criteria;
  5. Abide by and assure that childcare clients comply with the applicable terms of the Lease

Agreement (section 6 parts A, B, C, D, E, F, H, L, N, O, Q, S, T, U, W, Z, AA, CC, DD, and EE) established for the benefit and well being of the Housing Development in which the Residence is located. The Lease Agreement is available in the Management office;

6. Provide to the Property Manager the names of each parent and child utilizing the childcare services;
7. Complete a safety training to be conducted by site Maintenance staff;
8. Notify the site Community Policing Program (CPP) that resident is conducting childcare in the unit;
9. Resident, as Licensee, shall comply with all applicable Federal, State, and local laws regarding the provision of childcare in the unit and comply with all terms of their Lease Agreement;
10. The HA shall ensure the peaceful enjoyment of all residents at the housing development;
11. Failure to comply with the Childcare Home Occupations Policy may result in the resident losing their housing;
12. Provide the site management office with the name of an alternate person as back-up child caretaker, including a copy of the person's California Identification Card or Driver's License.

## Chapter 9

### PET POLICY—ELDERLY/DISABLED DEVELOPMENTS

[24 CFR 5.309]

#### INTRODUCTION

This policy sets forth the Housing Authority's policies and procedures for the ownership and care of common household pets at the Elderly/Disabled Public Housing Developments owned and or managed by the Housing Authority. This policy is also intended to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of his or her ownership of a pet. It also establishes reasonable rules governing the keeping of common household pets.

These policies and procedures implement the provisions of Title 24 Code of Federal Regulations §§ 5.300-5.380 and 24 CFR § 960.701 (if applicable), and HUD Final Rule re Pet Ownership for the Elderly and Persons with Disabilities (October 27, 2008).

#### Animals That Assist Persons with Disabilities

This Pet Policy does **not** apply to assistive (service) animals or their owners. 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. Pursuant to 24 CFR § 5.303(a)(1), The Housing Authority shall grant an exception to the Pet Policy, as a reasonable accommodation, if the resident/pet owner certifies that:

- (a) The tenant or prospective tenant certifies in writing that the resident or a member of his or her family is a person with a disability;
- (b) The animal is necessary to assist, support or provide services to to the resident or member of his or her household with a disability.

#### A. HA PRIOR APPROVAL OF COMMON HOUSEHOLD PETS

All common household pets must be approved in advance by the Housing Authority. Pets must meet the Housing Authority's pet standards and the tenant and the Housing Authority must enter into a Pet Agreement.

#### B. PET STANDARDS

1. Types of Pets Allowed-Common Household Pet Defined [24 CFR §§ 5.306 & 5.318]

No types of pets are permitted unless such pets meet the definition of a "common household pet." For purposes of this Policy, the term "common household pet" is defined as follows:

(a) A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes.

(b) Common household pet does not include reptiles (except turtles).

(c) If this definition conflicts with any applicable California State or local law or regulation defining the pets that may be owned or kept in dwelling accommodations, California State or local law or regulation shall apply.

(d) This does not include animals that are used to assist persons with disabilities. [24 CFR § 5.306]

The following animals are NOT “common household pets”:

Domesticated dogs that exceed thirty (30) pounds (Animals certified to assist the disabled are exempt from the weight limitation.)

Vicious or intimidating dogs. Under California law (Food and Agriculture Code Sec. 31603), a “vicious” dog is defined as, but not limited to:

- (a) Any dog seized under Section 599aa of the California Penal Code and upon the sustaining of a conviction of the owner or keeper under subdivision (a) of Section 597.5 of the Penal Code.
- (b) Any dog which, when provoked, in an aggressive manner, inflicts severe injury on or kills a human being.
- (c) Any dog previously determined to be and currently listed as a potentially dangerous dog, which, after its owner or keeper has been notified of this determination, continues the behavior, described in Section 31602 or is maintained in violation of Section 31641, 34642, or 31643.
- (d) Any dog breeds that have been determined to be “potentially dangerous” or “vicious” under California law or local animal control ordinance.
- (e) Wild, feral, or any other animals that are not amenable to routine human handling.
- (f) Any poisonous animals of any kind.
- (g) Fish in aquariums exceeding ten gallons in capacity.
- (h) Non-human primates.
- (i) Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.

- (j) Pot-bellied pigs.
- (k) Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children.
- (l) Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.
- (m) Chicks or other animals that pose a significant risk of salmonella infection to those who handle them.
- (n) Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans.
- (o) Snakes or other kinds of reptiles (except turtles).
- (p) Any other animal that, due to its size, nature or disposition, presents a risk to public health or safety or cannot be properly cared for due to its physical needs.

2. Limitation of Number of Pets [24 CFR § 5.318]

Residents are not permitted to have more than a total of two (2) common household pets. Of this total, residents are not permitted to have more than one (1) dog.

3. Pet Size and Type

(a) Dogs

Maximum number: 1

Maximum adult weight: 30 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

Any litter resulting from the pet must be removed as soon as the puppies are weaned or are eight weeks of age.

(b) Cats

Maximum number: 2

Must be a household cat

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

Any litter resulting from the pet must be removed as soon as the kittens are weaned or are eight weeks of age.

(c). Birds

Maximum number: 2

Must be enclosed in a cage at all times

(d). Fish

Maximum aquarium size: (10 gallons)

Must be maintained on an approved stand

(e). Rodents (rabbit, guinea pig, or hamster ONLY)

Maximum number: 1

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

C. INNOCULATION AND REGISTRATION OF PETS [24 CFR § 5.350(d)]

1. Inoculation

Pets need to be inoculated in accordance with California State and local law and regulations.

2. Registration

Pets must be registered with the Housing Authority before the pet is brought onto the premises and must update the registration on an annual basis at time of the resident/owner's recertification.

Registration must include:

(a) a certification of inoculation signed by a licensed veterinarian or a State or local authority (or designated agent of such an authority) stating that the pet has received all inoculations required by State or local law.

(b) Information sufficient to identify the pet and to demonstrate that it is a common household pet, including, a color photograph of their pet(s) and display a "Pet Here" sticker, provided by the Housing Authority, which will be displayed on the front door of the resident/pet owner's unit at all times.

- (c) The name, address, and phone number of at least one responsible party who will care for the pet if the owner dies or is unable to provide care.
- (d) The resident/pet owner's acknowledgement indicating that he or she has read the pet rules and agrees to be bound by them.

3. Housing Authority's Authority to Refuse Registration of a Pet

The Housing Authority shall be authorized to refuse to register a pet under the following circumstances:

- (a) If the pet does not meet the definition of a "common household pet" as defined herein.
- (b) If the keeping of the pet would violate any applicable house pet rule.
- (c) If the resident/pet owner fails to provide complete pet registration information or fails annually to update the pet registration.
- (d) The Housing Authority reasonably determines, based on the resident/pet owner's habits and practices, that the resident/pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective resident/pet owner's ability to comply with the pet rules and other lease obligations.

The Housing Authority shall provide notice of a decision refusing to register a pet and such notice shall further inform the resident/pet owner of the basis of that decision and of the resident/pet owner's grievance rights. Notice of decision shall be served in conformance with the requirements of 24 CFR § 5.353(f).

If the Resident/pet owner 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.

D. PET CARE STANDARDS

Residents who have been approved to have a pet must adhere to the following pet standards:

- 1. Sanitary Standards Governing the Disposal of Pet Waste
  - (a) The following areas are designated no-pet areas: management offices, community centers, and recreation center areas (except such areas that would deny access to the building).
  - (b) Pets shall not be exercised or permitted to deposit waste in any interior common area of the Housing Development.
  - (c) All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste

Removal charge of \$5.00 for each separate violation of the waste removal requirements.

- (d) 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.
- (e) Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced no less every two weeks. Failure to do so will result in a Pet Waste Removal charge of \$5.00 for each separate violation of the waste removal requirements.
- (f) Deceased pets shall be properly disposed by Los Angeles County Animal Control Services where applicable and shall not be disposed on the Housing Authority's property.

2. Pet Restraints

All household pets must be under the control of a responsible individual while on the common areas of the Housing Development. All pets must be effectively and appropriately restrained and under the control of a responsible individual while on the common areas of the Housing Development.

3. Other Standards

- (a) Each resident/pet owner shall comply with all California State and local licensing laws and regulations.
- (b) Each dog and cat shall be spayed or neutered.
- (c) No pet shall be permitted on Housing Development property that is not owned by a resident or that is temporarily present for a period in excess of 14 days.
- (d) The Housing Authority shall have the right to require the removal of any pet, if the pet's conduct or condition is duly determined to constitute, under the provision of California State or local law, a nuisance or a threat to the health or safety of other occupants of the Housing Development or of other persons in the community where the Housing Development is located.

E. NOTICE OF PET RULE VIOLATIONS

- 1. If the Housing Authority determines on the basis of objective facts, supported by written statements, that a resident/pet owner has committed a violation of a rule governing the owning or keeping of pets, the Housing Authority may serve a written notice of a pet rule violation. The notice of violation must:
  - (a) Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.

- (b) State that the resident/pet owner has 10 days from the effective date of service of the notice to correct the violation (including appropriate circumstances, removal of the pet) or to make a written request for an information meeting to discuss the violation.
- (c) State that resident/pet owner is entitled to be accompanied by another person of his or her choice at the informal meeting.
- (d) State that the resident/pet owner's failure to correct the violation, to request a meeting, or to appear at the hearing may result in initiation of procedure to terminate the tenant's tenancy.
- (e) If the resident/pet owner requests a meeting, the Housing Authority shall establish a mutually agreeable time and place for the meeting. Such a meeting shall take place no later than 15 days from the effective date of service of the notice of the pet violation (unless the Housing Authority agrees to a later date). At the meeting, the resident/pet owner and the Housing Authority shall discuss any alleged pet rule violation and attempt to correct it. The Housing Authority may, as a result of the meeting, give the resident/pet owner additional time to correct the violation.

2. Notice of Pet Removal

If the resident/pet owner and the Housing Authority are unable to resolve the pet violation at the pet rule violation meeting, or if the Housing Authority determines that the resident/pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under sub-section (e) above, the Housing Authority may serve a written notice on the resident/pet owner, in accordance with 24 CFR § 5.353(f)(1)(i) or (ii) requiring the resident/pet owner to remove the pet. The notice must:

- (a) Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.
- (b) State that the resident/pet owner must remove the pet within 10 days of the effective date of service of the notice of pet removal (or the meeting, if notice is served at the meeting).
- (c) State that the failure to remove the pet may result in initiation of procedures to terminate the resident/pet owner's tenancy.

3. Initiation of Procedures to Remove a Pet or Terminate the Resident/Pet Owner's Tenancy

The Housing Authority may not initiate procedures to terminate a resident/pet owner's tenancy based on a pet rule violation unless:

- (a) The resident/pet owner has failed to remove the pet or correct the pet rule violation within the applicable time period specified above.

- (b) The pet rule violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.
- (c) The Housing Authority shall have the right to initiate procedures to remove a pet under 24 CFR § 5.327 (Nuisance of Threat to Health or Safety) at any time, in accordance with the provisions of applicable State or local law.

F. FINANCIAL OBLIGATIONS RELATING TO PETS-PET DEPOSITS [24 CFR § 5.318(d)]

A resident/pet owner who owns or keeps a dog or cat shall be required to pay a refundable deposit in an amount of \$75.00. This deposit is in addition to any other financial obligation generally imposed on tenants of the Housing Development.

For pet deposits subject to paragraph 24 CFR § 5.318 (d)(2)(i)(A), the resident/pet owner may pay the pet deposit through gradual accumulation of the deposit through an initial payment not to exceed \$50 when the pet is brought onto the premises, and subsequent monthly payments not to exceed \$10 per month until the amount of the deposit is reached.

The pet deposit and pet waste removal charges are **not** part of rent payable by the resident.

The Housing Authority may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the Housing Development, including (but not limited to) the cost of repairs and replacements to, and fumigation of, the tenant's dwelling unit and the cost of animal care facilities under 24 CFR § 5.363. The Housing Authority shall refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the Housing Development or no longer owns or keeps a cat or dog in the dwelling unit.

The Housing Authority will refund the Pet Deposit to the resident, less any damage caused by the pet(s) to the dwelling unit, upon removal of the pet or the owner from the unit.

The Housing Authority will provide the resident or designee identified above with a written list of any charges against the pet deposit. If the resident disagrees with the amount charged to the pet deposit, the Housing Authority will provide a meeting to discuss the charges.

G. ALTERATIONS TO UNIT

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

H. ADDITIONAL REQUIREMENTS

Resident/pet owners must take precautions to eliminate pet odors.

Resident/pet owners will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Resident/pet owners shall not feed stray animals; doing so, or keeping stray or unregistered animals will be considered having a pet without permission.

#### I. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 24 hours.

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

In the event the resident relocates to a privately-owned apartment complex or hotel at the request of the Housing Authority to complete emergency repairs to the resident's unit and/or complete modernization and/rehabilitation activities, the resident shall have the responsibility for the board and care of their pet(s) during the duration of the resident's relocation.

#### J. INSPECTIONS

The Housing Authority shall be permitted, as authorized by the Lease Agreement, to after reasonable notice to the tenant and during reasonable hours, to enter and inspect the premises. The lease shall permit entry and inspection only if the Housing Authority has received a signed, written complaint alleging or the Housing Authority has reasonable grounds to believe that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the Housing Development is located.

#### K. EMERGENCIES

The Housing Authority shall be permitted, as authorized by the Lease Agreement, to undertake the following actions in response to an emergency:

(1) If there is no State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the Housing Authority may place a provision in tenant leases permitting the Housing Authority to enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days.

(2) If authorized by the lease agreement, the Housing Authority shall be permitted to enter the premises and remove the pet or take such other permissible action only if the Housing Authority requests the pet owner to remove the pet from the project

immediately, and the pet owner refuses to do so, or if the project owner is unable to contact the pet owner to make a removal request. The lease may not contain a provision relieving the Housing Authority from liability for wrongful removal of a pet. The cost of the animal care facility shall be paid as provided in 24 CFR § 5.363.

(3) The Housing Authority may place a provision in tenant leases permitting the Housing Authority the right to enter the premises, remove the pet, and place the pet in a facility that will provide care and shelter, in accordance with the provisions of 24 CFR § 5.363. The lease may not contain a provision relieving the Housing Authority from liability for wrongful removal of a pet.

#### L. PROTECTION OF PETS

The Housing Authority shall be authorized to take the following action in furtherance of the protection of pets.

(1) If the health or safety of a pet is threatened by the death or incapacity of the resident/pet owner, or by other factors that render the resident/pet owner unable to care for the pet, the Housing Authority may contact the responsible party or parties listed in the pet registration required under 24 CFR § 5.350(d)(1)(iii).

(2) If the responsible party or parties are unwilling or unable to care for the pet, or the Housing Authority, despite reasonable efforts, has been unable to contact the responsible party or parties, the project owner may contact the appropriate State or local authority (or designated agent of such an authority) and request the removal of the pet.

(3) If there is no State or local authority (or designated agent of such an authority) authorized to remove a pet under these circumstances and the Housing Authority has placed a provision in the lease agreement (as described in Sec. 5.360(c)(2)), the Housing Authority may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the resident/pet owner or a representative of the resident/pet owner is able to assume responsibility for the pet, but not longer than 30 days.

(4) The cost of the animal care facility provided under this section shall be borne by the resident/pet owner. If the resident/pet owner (or the pet owner's estate) is unable or unwilling to pay, the cost of the animal care facility may be paid from the pet deposit, if imposed under the pet rules.

## Chapter 10

### PET POLICY—GENERAL OCCUPANCY SITES

[24 CFR 960.701]

#### INTRODUCTION

This policy sets forth the Housing Authority's policies and procedures for the ownership and care of common household pets in general occupancy public housing developments owned and or managed by the Housing Authority. This policy is also intended to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of a pet. It also establishes reasonable rules governing the keeping of common household pets.

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.

#### Animals That Assist Persons with Disabilities

This Pet Policy does **not** apply to assistive (service) animals or their owners. 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. Pursuant to 24 CFR § 5.303(a)(1), The Housing Authority shall grant an exception to the Pet Policy, as a reasonable accommodation, if the resident/pet owner certifies that:

- (a) The tenant or prospective tenant certifies in writing that the resident or a member of his or her family is a person with a disability;
- (b) The animal is necessary to assist, support or provide services to the resident or member of his or her household with a disability.

In accordance with Section 504 of the Rehabilitation Act and the Fair Housing Act, pet rules will not be applied to animals that assist persons with disabilities except as provided below:

There is a reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation;

There is reliable objective evidence that the animal would cause substantial physical damage to the property of others;

The presence of the assistance animal would pose an undue financial and administrative burden to the provider; or

The presence of the assistance animal would fundamentally alter the nature of the provider's services.

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

There is a person with disabilities in the household; and

The animal has been trained to assist with the specified disability.

A. HA APPROVAL OF PETS

All pets must be approved in advance by the HA.

Pets must meet the HA's pet standards and the tenant and the PHA must enter into a Pet Agreement.

B. PET STANDARDS

Types of Pets Allowed

No types of pets other than the following may be kept by a resident.

Residents are not permitted to have more than one dog and cat. The maximum number of individual type of a common household pet is set forth below:

1. Dogs

Maximum number: 1

Maximum adult weight: 30 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

Any litter resulting from the pet must be removed from the unit as soon as the puppies are weaned or are eight weeks of age.

2. Cats

Maximum number: 1

Must be a household cat

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

Any litter resulting from the pet must be removed from the unit as soon as the kittens are weaned or are eight weeks of age.

3. Birds

Maximum number: 3

Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size: 10 gallons

Must be maintained on an approved stand

5. Rodents (rabbit, guinea pig, or hamster ONLY))

Maximum number: 1

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

The following are NOT “common household pets”:

Domesticated dogs that exceed thirty pounds (Animals certified to assist the disabled are exempt from the weight limitation.)

Vicious or intimidating dogs. Under California law (Food and Agriculture Code Sec. 31603), a “vicious” dog is defined as, but not limited to:

- (a) Any dog seized under Section 599aa of the California Penal Code and upon the sustaining of a conviction of the owner or keeper under subdivision (a) of Section 597.5 of the Penal Code.
- (b) Any dog which, when provoked, in an aggressive manner, inflicts severe injury on or kills a human being.
- (c) Any dog previously determined to be and currently listed as a potentially dangerous dog which, after its owner or keeper has been notified of this determination, continues the behavior described in Section 31602 or is maintained in violation of Section 31641, 34642, or 31643.
- (d) Any dog breeds that have been determined to be “potentially dangerous” or “vicious” under California law or local animal control ordinance.

Wild, feral, or any other animals that are not amenable to routine human handling

Any poisonous animals of any kind

Fish in aquariums exceeding ten gallons in capacity

Non-human primates

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit

Pot-bellied pigs

Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children

Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them

Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans

Snakes or other kinds of reptiles

Any other animal that, due to its size, nature, or disposition, presents a risk to public health or safety or cannot be properly cared for due to its physical needs.

### C. REGISTRATION OF PETS

Pets must be registered with the HA ten (10) days before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual recertification.

Each pet owner must provide two color photographs of their pet(s) and display a “Pet Here” sticker, provided by the HA, which will be displayed on the front door of the unit at all times.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

#### Refusal To Register Pets

If the HA 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 HA will refuse to register a pet if:

The pet is not a “common household pet” as defined in this policy;

Keeping the pet would violate any House Rules;

The pet owner fails to provide complete pet registration information, or fails to update the

registration annually;

The HA 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.

D. PET AGREEMENT

Residents who have been approved to have a pet must adhere to the following rules:

1. Agree that the resident is responsible and liable for all damages caused by their pet(s).
2. No animals may be tethered or chained inside the dwelling unit.
3. When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.
4. All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of \$50. 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.
5. Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.
6. Mandatory implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals.
7. All complaints of cruelty and all mammalian bites will be referred to animal control of applicable policy agency for investigation and enforcement.
8. Deceased pets shall be properly disposed by Los Angeles County Animal Control Services where applicable and shall not be disposed on Housing Authority property.
9. The right of management to enter dwelling unit upon receipt of notice from the HA.
10. The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.
11. The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any impoundment fees, and the HA accepts no responsibility for pets so removed.
12. That failure to abide by any animal-related requirement or restriction constitutes a

violation of the “Resident Obligations” in the resident’s Lease Agreement.

E. DESIGNATION OF PET/NO-PET AREAS

The following areas are designated no-pet areas: HA playgrounds, management offices, community centers, and recreation center areas.

F. FEES AND DEPOSITS FOR PETS

The resident/pet owner shall be required to pay a refundable deposit of \$200.00 per unit for the purpose of defraying all reasonable costs directly attributable to the presence of a pet. The deposit fee shall not apply to birds and fish.

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

The HA will provide the resident or designee identified above with a written list of any charges against the pet deposit. If the resident disagrees with the amount charged to the pet deposit, the HA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the HA as a result of damages directly attributable to the presence of the pet in the dwelling unit will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident’s dwelling unit;

Fumigation of the dwelling unit;

Common areas of the development if applicable.

G. ALTERATIONS TO UNIT

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

Single bedroom dwelling units are limited to no more than one pet of any kind.

H. ADDITIONAL REQUIREMENTS

Pet owners must take precautions to eliminate pet odors.

Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Residents shall not feed stray animals; doing so, or keeping stray or unregistered animals will be considered having a pet without permission.

I. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of \$50 per occurrence will be assessed against the resident for violations of the pet policy.

Pet deposit and pet waste removal charges are not part of rent payable by the resident.

J. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 24 hours.

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

In the event the resident relocates to non-HA owned property (such as privately-owned apartment complex or hotel) at the request of the HA to complete emergency repairs to the resident's unit and/or to complete modernization and/or rehabilitation activities, the resident shall have the responsibility for the board and care of their pet during the duration of the resident's relocation to non-HA owned property.

K. RESPONSIBLE PARTIES

The resident will provide the following information when registering their pet: Name, address and telephone number of the veterinarian who will be providing regular care for the pet; name of the adult household member who will be primarily responsible for animal care; name and contact information for a household member who will return home in the event an animal experiences distress or causes a disturbance when left alone; contact information for a non household member who will respond to emergency situations regarding the pet in question.

L. PET RULE VIOLATION NOTICE

If a determination is made on objective facts supported by written statements that a resident/pet owner has violated the Pet Rule Policy, the HA will serve a 30-Day Notice to Cure or Quit.

M. NOTICE FOR PET REMOVAL

If the resident/pet owner and the HA 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 HA, the HA may serve notice to remove the pet. The Notice shall contain:

A brief statement of the factual basis for the HA's determination of the Pet Rule that has been violated; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

N. TERMINATION OF TENANCY

The HA may initiate procedure for termination of tenancy based on a pet rule violation if:

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

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

O. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. Includes pets who are poorly cared for or have been left unattended for over 24 hours.

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

P. EMERGENCIES

The HA 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.

If it is necessary for the HA to place the pet in a shelter facility, the cost will be the responsibility of the resident/pet owner.

## Chapter 11

### STANDARDS FOR CONTINUED OCCUPANCY AND RECERTIFICATIONS

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

#### INTRODUCTION

This chapter defines the HA's policy for conducting annual recertifications. It also explains the interim reporting requirements for families, and the standards for continued occupancy.

#### 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 and able to abide with all the obligations and responsibilities described in the Lease Agreement;

For family members who have submitted their Social Security numbers (or have certifications on file that they do not have a Social Security number);

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

Are not subject to sex offender lifetime registration under a State sex offender registration program. \*

\* If the HA discovers that a current public housing resident is subject to sex offender lifetime registration under a State sex offender registration program, the HA will proceed with eviction of the resident. Families who fail to remove any household member(s), which includes minors 13 to 17 years of age, that are subject to a sex offender lifetime registration under a State sex offender registration program, will be evicted.

#### B. ANNUAL RECERTIFICATION

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition. Families are required to report and certify this information by completing a Personal Declaration with the HA. Additionally, families must complete an Emergency Notification card annually at recertification.

#### Timing of the Annual Recertification

Families who choose flat rent are to be recertified every three years. For families who move 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 after the first of the month, the annual recertification 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 transfer to another property (i.e., OPT transfer), an annual recertification may be conducted and a new Lease Agreement shall be executed, but under no circumstances shall the annual recertification take place later than twelve months. For unit-to-unit transfers within the same property, an annual recertification may take place depending upon the circumstances of the transfer (i.e., change in family composition) and the proximity to the Lease anniversary date.

#### Lease Anniversary Date and the Annual Recertification

In order to have consistency between the Lease Anniversary and the Annual Recertification, the HA will adhere to the following:

Upon move-in, the date the resident and the HA execute the Lease Agreement will be the same effective date as the HUD Form 50058 (for example, the resident signs the Lease Agreement on November 1st, which will be the same date on the 50058 effective date).

The terms of the Lease Agreement, as stated previously, will be for a 12-month period (i.e., November 1st through October 31st of the following year) and the 50058 will be completed to coincide with the anniversary date (for Lease Agreements executed on the first of the month).

However, for Lease Agreements executed after the 1<sup>st</sup> of the month (i.e., November 15<sup>th</sup>), the recertification date for the following year will take place on the first of the month in which the family moved in (i.e., November 1<sup>st</sup> of the following year). Under this scenario, the term of the Lease shall be for 12 months (i.e., November 15<sup>th</sup> through November 14<sup>th</sup> of the following year). At the next annual recertification date, the HA will amend the Lease term to coincide with the annual recertification date (i.e., November 1<sup>st</sup>).

#### Recertification Notice to the Family

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the HA will provide the notice in an accessible format. The HA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

#### Persons with Disabilities

Persons with disabilities, who are unable to come to the HA's office will be granted an accommodation of conducting the interview at the person's home/by mail/hospital, upon verification that the accommodation requested meets the need presented by the disability.

#### Collection of Information

The family is required to complete the Personal Declaration form and an Emergency Notification card.

## Form HUD-92006

Tenants may request to update, remove or change the contact information provided in Form HUD-92006 at any time, including at recertification.

### Requirements to Attend

All adult family members will be required to attend the recertification interview and sign the Personal Declaration for continued occupancy.

If the head of household is unable to attend the interview the appointment will be rescheduled.

### Failure to Respond to Notification to Recertify

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

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the HA, the HA will reschedule a second appointment.

Exceptions to these policies may be made by the Property Manager if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

### Documents Required from the Family

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

- Documentation of income for all family members

- Documentation of liquid and non-liquid assets

- Documentation to substantiate any deductions or allowances

- Personal Declaration Form completed and signed by all adult family members

- Completed Emergency Notification card

### 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 ACOP. 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, and 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 recertification 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 recertification is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the recertification processing by the HA.

## C. REPORTING INTERIM CHANGES

Families must report within ten calendar days all changes in household composition to the HA between annual recertifications. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HA approval prior to all other additions to the household.

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

## D. INTERIM RECERTIFICATION POLICY

### Increases in Income to Be Reported

Families that select to pay flat rent are not required to report increases in income or assets.

If families elect to pay income-based rent, the family must report any of the following factors which could result in an increase in rent to management within ten calendar days of their occurrence:

- Receipt of a deferred payment in a lump sum which represents the delayed start of

a periodic payment such as unemployment or social security benefits.

- Change in family (which could either provide additional income to the household or reduce the deductions and allowances for which the family qualifies).
- A change of source of income, such as moving from welfare benefits to employment income.
- An increase in income of \$200/month or more.

Any other changes reported by residents electing to pay income-based rent, other than those list above, will not be processed between regularly scheduled annual recertifications.

#### Increases in Income and Rent Adjustments

The HA's policy is not to raise rent between annual recertifications, except in the case of a change in family composition and/ or source of income and/or an increase of \$200/month or more.

#### 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 HA will initiate third-party verification of the decrease in income no later than five (5) days after the resident reports the change to the HA. Upon completion of the third-party verification, the HA will process a rent adjustment to be effective the first day of the month following the month in which the HA completes the verification. If the reduction in income is reported after the HA's cut-off date for the following months rent set-up, Management will charge the resident the former, higher rent, subject to a credit when the circumstances of reduction are verified.

#### E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The HA 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 HA, based on written information supplied to the HA 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 recertifications 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 HA 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 HA will rely on the welfare agency’s written notice to the HA regarding welfare sanctions.

#### Cooperation Agreements

The HA has an unwritten cooperation agreement in place with the local welfare agency which assists the HA in obtaining the necessary information regarding welfare sanctions.

The HA has taken a proactive approach to culminating an effective working relationship between

the HA 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 HA 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 HA denies the family's request to modify the amount, the HA will provide the resident with a notice of denial, which will include:

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

A statement that the resident may request a grievance hearing

If the resident requests a grievance hearing, the resident 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.

#### F. OTHER INTERIM REPORTING ISSUES

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

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

#### HA Errors

If the HA makes a calculation error at admission to the program or at an annual recertification, an interim recertification will be conducted to correct the error. If the family had been undercharged as a result of the calculation error, the family will not be charged retroactively. If the family had been overcharged as a result of the calculation error, the family will receive a rent credit retroactively.

#### G. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

##### Standard for Timely Reporting of Changes for Reexaminations and Interims

The HA requires that families report changes, such as change in family composition, to the HA within ten calendar days of when the change occurs. Any information, document or signature needed from the family needed to verify the change must be provided within three calendar days of the reported 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 HA), it will be considered untimely reporting.

##### Procedures When the Change Is Reported in a Timely Manner

The HA will notify the family of any changes in Tenant Rent to be effective according to the

following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice. It is the HA's policy to not process interim increases in Tenant Rent between regular annual recertifications except for a receipt of a deferred payment in a lump sum which represents the delayed start of a periodic payment, change in family (which could either provide additional income to the household or reduce the deductions and allowances for which the family qualifies), a change of source of income and/or an increase in income of \$200/month or more. The family must report any of the above factors which could result in an increase in rent to management within ten calendar days of their occurrence.

Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported.

#### 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 or annual recertification processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date the increase in income became effective. The family will be liable for any underpaid rent, and may be required to sign a Repayment Agreement. The Repayment Agreement will require that the family pay an initial lump sum (in an amount determined by the HA) with the remaining balance to be paid in equal payments over a period of time not to exceed 12 months for amounts under \$2400 or 24 months for any amount in excess of \$2400.

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

#### Procedures When the Change Is Not Processed by the HA 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 and provides all information, documents and signatures in a timely manner. If the change cannot be made effective on that date, the change is not processed by the HA 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 HA.

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.

#### H. REPORTING OF CHANGES IN FAMILY COMPOSITION

The members of the family residing in the unit must be approved by the HA. The family must inform the HA and request approval of additional family members other than additions due to

birth, adoption, court-awarded custody before the new member occupies the unit.

All changes in family composition must be reported within ten calendar days of the occurrence in writing.

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

### Increase in Family Size

The HA 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 HA-approved live-in attendant

Addition of any relation of the Head or Spouse

Addition due to birth, adoption or court-awarded custody

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.

### Definition of Temporarily/Permanently Absent

The HA 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 HA will evaluate absences from the unit in accordance with this policy.

### Absence of Entire Family

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

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

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

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

- Conduct a home visit
- Write letters to the family at the unit
- Post letters on exterior door
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with Post Office for forwarding address
- Contact emergency contact

If the entire family is absent from the unit for more than 90 consecutive days, whether or not rent has been paid, the unit will be considered to be abandoned and the HA will terminate the Lease Agreement.

As a reasonable accommodation for a person with a disability, the HA 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 and removed from the lease if s/he is away from the unit for 90 days in a 12-month period except as otherwise provided in this chapter.

The HA, at its discretion, may initiate a transfer of the remaining household members to an appropriately-sized unit in accordance with the Occupancy standards (see Chapter 4).

#### Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HA 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 120 consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remains current. A resident may request a reasonable accommodation to have a longer absence approved. The HA has full discretion of approval, and will make determinations on a case by case basis.

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 HA's "Absence of Entire Family" policy.

#### Absence Due to Incarceration

If the sole member is incarcerated for more than 90 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 90 consecutive days. The rent and other charges must remain current during this period.

#### 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 HA 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 180 days 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 HA'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 HA will treat that adult as a visitor for the first 90 calendar days. This will be noted as an exception to the HA's Visitor Policy.

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

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

The HA 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 90 days and it is reasonable to expect that custody will be granted.

When the HA approves a person to reside in the unit as caretaker for the child(ren), the income of the caretaker should be counted pending a final disposition. The HA 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 90 days, the person will be considered permanently absent.

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

Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

I. REMAINING MEMBER OF RESIDENT FAMILY—RETENTION OF UNIT

Under certain circumstances, an existing member of a household has the right to remain in the unit following the death or departure of the head of household to non-subsidized housing. This section is not intended to apply to circumstances where the household is the subject of a pending eviction, lease enforcement action or where the household is not in good standing. For purposes of this section, an existing member of the household may be considered a “remaining member of the resident family” under the following circumstances:

(a) To be considered the “remaining member of the resident family”, the person must be an adult previously approved by the HA to be living in the unit and must have signed the lease in his or her capacity as an adult occupant. Prior to being approved as a “remaining member of the resident family”, the person must successfully undergo criminal screening and be deemed eligible and suitable under Chapter 2 of the ACOP.

(b) A minor, who was part of the household, can also qualify as a “remaining member of the resident family”. A minor will be authorized to remain in the unit by establishing emancipation or by adding another adult, who has been determined eligible and suitable by the HA, to the Lease. The added adult will become the new head of household. When such situations arise, the HA will work with the minor’s advocate, which may be another adult relative or DCFS caseworker, to determine the appropriate course of action and time necessary for the minor to meet one of the two criteria to remain in the unit.

A live-in attendant or a care-giver, by definition, are not members of the household and will not be considered a “remaining member of the resident family”.

A reduction in family size shall require a transfer to an appropriate unit size per the Occupancy Standards.

J. CHANGES IN UNIT SIZE

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

The HA will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested.

(Reference chapter on Occupancy Standards.)

K. CONTINUANCE OF ASSISTANCE FOR “MIXED” FAMILIES

Under the Non-Citizens Rule, “mixed” families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

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

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 the mixed families 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 HA may no longer offer temporary deferral of termination (see chapter on Lease Terminations).

## Chapter 12

### LEASE TERMINATIONS

[24 CFR 966.4]

#### INTRODUCTION

The HA may terminate tenancy for a family based on the resident's action(s) or failure to act in accordance with HUD regulations [24 CFR 966.4 (1)(2)], and the terms of the Lease Agreement. This chapter describes the HA's policies for notification of lease termination and provisions of the Lease Agreement.

#### A. TERMINATION BY RESIDENT

The resident may terminate their Lease Agreement by providing the HA with a written thirty-day advance notice as defined in the Lease Agreement. The HA in its sole discretion, may reinstate the tenancy of a family 120 days after move-out. The resident must have been in good standing with the HA. Good standing means the resident has demonstrated prompt rent paying habits; the resident has demonstrated and maintained adequate housekeeping standards; the resident has a good overall record since living in public housing. Once the HA has approved the former resident's request for re-instatement, the HA will conduct an annual re-exam and enter into a new Lease Agreement with the family.

#### B. TERMINATION BY HA

The lease may be terminated at any time by the HA who shall give written notice for serious or repeated violation of the terms of the lease, such as, but not limited to:

Nonpayment of rent or other charges due under the Lease, or chronic late payment of rent (3 times in 12 months is considered chronic)

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

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers

Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, except as approved by the HA for a home based occupation

Failure to abide by reasonable rules made by the HA for the benefit and well being of the housing development and the Residents

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

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

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe 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, development buildings, facilities, equipment, or common areas

Sex offender lifetime registrants

Being subject to sex offender lifetime registration under a State sex offender registration program will be grounds for eviction. For families, failure to remove any household member(s), which includes minors 13 to 17 years of age, that are subject to a sex offender lifetime registration under a State sex offender registration program will result in eviction of the family.

Criminal activity

Residents must refrain from and ensure that household members and guests refrain from engaging in drug-related and/or violent criminal activity on or off the housing development premises. The illegal manufacture, sale, distribution or use of, or possession with the intent to manufacture, sell, distribute or use, a controlled substance constitutes a drug-related criminal activity. Residents on or off the housing development premises and having a controlled substance in his/her system are in violation of the lease. Committing of any of the above acts is a material breach of the lease and may result in termination of tenancy on three days notice.

Alcohol abuse that the HA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents

Non-compliance with Non-Citizen requirements

Physically or verbally abusive behavior toward residents and/or HA staff

Other good cause

### C. NOTIFICATION REQUIREMENTS

The HA's written notice of lease termination will state the reason for the proposed termination, the date of termination, and the rights and protections afforded the resident by the regulations and this policy. (See chapter on Grievances and Hearings.)

Notices of lease termination shall be in writing and delivered to resident or adult member of the household or posted on the unit; and in all cases sent by first class mail addressed to the resident at the unit.

### Timing of the Notice

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

Fourteen (14) calendar days in the case of failure to pay rent;

Three (3) calendar days for drug-related criminal activity, or criminal activity when the health or safety of other residents or HA employees is threatened;

Thirty (30) calendar days in all other cases.

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

### D. CRIMINAL ACTIVITY

The HA shall terminate the lease if any family member is convicted of manufacturing or producing methamphetamine on the premises of the housing development 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 HA may terminate the lease in cases where the HA determines there is reasonable cause to believe that a family member, or a guest of a family member, is illegally using a controlled substance or engages in drug-related criminal or violent criminal activity. The same will apply if it is determined that a family member, or a guest of a family member, 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 HA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The HA will consider the use of a controlled substance or alcohol to be a "pattern" if there is three or more incidents in the previous 12-month period.

"Engages in" drug related criminal or violent criminal activity means any act by a family member, or guest of a family member, which involved drug-related criminal or violent criminal activity which may or may not have resulted in the arrest and/or conviction of the family member, or guest of a family member.

In evaluating whether to terminate the lease, the HA will give fair consideration to the seriousness of the activity, and/or likelihood of favorable conduct in the future (including evidence of rehabilitation).

The HA will also consider whether:

The person demonstrates successful completion of a credible rehabilitation program approved by the HA, and is willing to continue in a supportive program approved by the HA; or

The individual involved in drug-related criminal activity is no longer in the household due to incarceration.

If the HA determines not to terminate the lease, and permit continued occupancy, the HA may require the family accept imposed conditions such as that the involved family member(s) does not reside in or visit the unit. The HA 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.

E. VAWA

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy rights of the victim of such violence.

Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy, if the tenant, or immediate member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.

The HA retains the authority to terminate the tenancy of a victim under either of the following conditions:

The termination is for a lease violation not premised on the act or acts of domestic violence, dating violence, or stalking against the tenant or a member of the tenant's household, and the HA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict.

The HA can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to the property if the tenancy of the victim is not terminated.

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

Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, were eligible for temporary deferral of termination of assistance to permit the family additional time for transition to affordable housing.

Deferrals may have been granted for intervals not to exceed six months, up to an aggregate maximum of three years for deferrals granted prior to 11/29/96 or up to 18 months if granted after 11/29/96.

However, due to the timeframe applicable to the deferral period, current families are no longer eligible for deferral of termination of assistance.

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

**Chapter 13**  
**FRAUD POLICY**

INTRODUCTION

Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Fraud and abuse by a tenant or applicant therefore, may constitute an intentional misrepresentation of income, assets, and allowances, or intentional misrepresentation of family composition or initiating and participating in bribes or other illegal activities. Intentional may mean a claim that a tenant or applicant *knows or has reason to know* is false, fictitious, or fraudulent. Knows or has reason to know may mean a person acts in deliberate ignorance of the truth or acts in reckless disregard of the truth or falsity of the claim or statement.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

The HA does not intend to undertake an inquiry or an audit of a tenant family arbitrarily. The HA's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. The HA staff will make an effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the HA 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 HA's attention, to investigate such claims.

The HA may initiate an investigation of a tenant family in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips: 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 noncompliance 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 notation of the allegation will be retained in the tenant file.

Internal File Review: If the HA staff discovers (as a function of a (re)certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the HA's knowledge of the family, or is discrepant with statements made by the family.

Verification or Documentation: If the HA receives independent verification or documentation, which conflicts with representations in the tenant file (such as public record information, credit bureau reports, or reports from other agencies).

## B. STEPS TO HELP PREVENT PROGRAM ABUSE AND FRAUD

Management and program staff utilizes various methods and practices (listed below) to help prevent program abuse, noncompliance, 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.

Things You Should Know (HUD-1140-OIG): This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all tenants/ applicants to promote understanding of program rules, and to clarify the HA's expectations for cooperation and compliance.

Program Orientation Session: Mandatory orientation sessions will be conducted by HA staff for all prospective tenants either prior to or upon execution of the lease. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Things You Should Know" (HUD-1140-OIG) form to confirm that all rules and pertinent regulations were explained to him/her regarding fraud and abuse.

Resident Counseling: HA staff will routinely provide tenant counseling as a part of the recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Use of Instructive Sign 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.

Review and Explanation of Forms: Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

## C. STEPS TO DETECT PROGRAM ABUSE AND FRAUD

HA staff training to maintain a high level of alertness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent recertifications, each tenant file will be reviewed. Such reviews may include, but are not limited to:

1. Changes in reported Social Security Numbers or dates of birth.
2. Authenticity of file documents.
3. Ratio between reported income and expenditures.

4. Review of signatures for consistency with previously signed file documents.
5. Assurance that verification of all income and deduction is present.

Observation. Management and Program Staff (to include maintenance personnel and policing authorities) training to maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income and assets, including personnel and real property.

Public Record Bulletins. Reviewed by management and staff.

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.

Credit Bureau Inquiries. Credit Bureau inquiries may be made in the following circumstances:

1. Application Process.
2. Annual Re-certification.
3. When an allegation is received by the HA wherein unreported income sources are disclosed.
4. When a tenant's expenditures exceed his/her reported income, and no plausible explanation is given.

Enterprise Income Verification (EIV) Inquiries. Enterprise Income Verification is a system that enables PHAs to verify participant reported income and identified households that may have under reported their households annual income. EIV inquiries may be made in the following circumstances:

1. Annual Re-certification.
2. When an allegation is received by the HA wherein unreported income sources are disclosed.
3. When a tenant's expenditures exceed his/her reported income, and no plausible explanation is given.

D. THE HA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

HA staff will encourage all tenant families to report suspected abuse to the Property Manager. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The HA will not follow up on allegations which are vague or otherwise nonspecific. They will only review allegations, which contain one or more independently verifiable facts.

### Preliminary File Review

An internal file review will be conducted to determine:

1. If the subject of the allegation is a tenant of a project based Housing Development and, if so, to determine whether or not the information reported has been previously disclosed by the family.
2. It will then be determined if the HA 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.

### 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 Fraud Analyst will initiate an investigation to determine if the allegation is true or false.

#### E. HOW THE HA REVIEWS ALLEGATIONS OF ABUSE AND FRAUD

If the HA determines that an allegation or referral warrants follow-up, the Fraud Analyst will conduct the review. 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 HA will ensure, where required, that a written authorization from the program participant for the release of information has been obtained.

Credit Bureau Inquiries (CBIs). 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.

IRS. Request for IRS Returns or W-2's may be required.

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.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages, which may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the HA's review.

Field Investigation: Field Investigators may be utilized to gather additional information as determined by the HA.

Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, the HA will review public records kept in any jurisdictional courthouse or county recorder's office. 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.

Interviews with Head of Household or Family Members. The HA will discuss the allegation (or details thereof) with the head of household or family member by scheduling an appointment at the site office with the Property Manager and the Fraud Analyst. The HA intends to conduct such interviews with a high standard of courtesy and professionalism, avoiding inflammatory language, accusations, or unprofessional conduct or language. If necessary, an additional staff person may attend such interviews.

Enterprise Income Verification (EIV) Inquiries. The HA will conduct Enterprise Income Verification inquiries to identify households that may have under reported their households annual income.

F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE HA

Documents and other evidence obtained by the HA during the course of an investigation will be considered “work product” and will be kept in a separate “work file.” The work file will be kept locked and under the control of the Fraud Analyst and Assistant Director. Such cases under review will not be discussed among the HA staff unless they are involved in the process, or have information, which may assist in the investigation.

The Fraud Analyst will maintain a Fraud Data Base System (FDBS), which will document the status of the cases and additional information in order to provide a tracking devise for all fraud cases. The FDBS will be maintained by the Fraud Analyst. Assess of the FDBS will be limited to the HA Director, the HA Assistant Director, the PHA Executive Director and Assistant Executive Director and HA legal counsel.

G. CONCLUSION OF THE HA’S INVESTIGATIVE REVIEW

At the conclusion of the fraud review, the Fraud Analyst will report the findings to the HA Director, Assistant Executive Director, Assistant Director or designee, Property Manager or Area Manager. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive. In any event, the Fraud Analyst will document the file of his/her fraud investigation by providing a Fraud Findings memorandum including proposed course of action.

H. EVAULATION OF THE FINDINGS

If it is determined that a program violation has occurred, the Fraud Analyst will review the facts to determine:

1. The type of violation (noncompliance, fraud).
2. Whether the violation was intentional or unintentional.
3. What amount of money (if any) is owed by the tenant.
4. If the family is eligible for continued occupancy.

## I. PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, the Fraud Analyst will propose the most appropriate remedy based upon the type and severity of the violation.

### Procedural Noncompliance - Retroactive Rent

When the tenant owes money for failure to report changes in income or assets, a Notification of Underpaid Rent may be issued. This Notice will contain the following:

1. A description of the violation and the date(s).
2. Any amounts owed to the HA .
3. A 10-day response period.
4. The right to disagree and to request an informal hearing with instructions for the request of such hearing in compliance with the grievance policy established in the ACOP.
  - a. Tenant Fails to Comply with the Notice. If the tenant fails to comply with the notice, and a material provision of the lease has been violated, termination of tenancy may be initiated.
  - b. Tenant Complies with the Notice. When a tenant complies with the notice, the Property Manager responsible will meet with him/her to discuss and explain the obligation or lease provision which was violated. The Property Manager will complete a Tenant Counseling Report, give one copy to the family and retain a copy in the tenant file.

A Tenant Conference may be scheduled by the Property Manager to discuss any procedural noncompliance issues and to provide the Tenant with the *Things You Should Know* Program Integrity Bulletin, to promote understanding of the Program Rules and to clarify the expectation for cooperation and compliance. The Property Manager may enlist the assistance of the Fraud Analyst.

### 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, an evaluation will determine whether or not:

1. The tenant had knowledge that his/her actions were wrong, and
2. 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, briefing certificate, Personal Declaration and *Things You Should Know* are

adequate to establish knowledge of wrongdoing.

The tenant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

1. An admission by the tenant of the misrepresentation.
2. That the act was done repeatedly.
3. If a false name or Social Security Number was used.
4. If there were admissions to others of the illegal action or omission.
5. That the tenant omitted material facts, which were known to them (e.g., employment of self or other household member).
6. That the tenant falsified, forged or altered documents.
7. That the tenant uttered and certified to statements at a rent (re)determination which were later independently verified to be false.

#### The Tenant Conference for Serious Violations and Misrepresentations

When the HA has established that material misrepresentation(s) have occurred, a Tenant Conference may be scheduled with the family representative, the Fraud Analyst, the Property Manager and/or the staff person most knowledgeable about the circumstances of the case. In the event that a conference is scheduled, an appointment letter confirming the Tenant Conference date may include a checklist of documents and/or information for the resident to bring to the meeting.

The purpose of such conference is to review the information and evidence obtained with the tenant, and to provide the tenant an opportunity to explain any document findings which conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by the HA . The tenant will be given 10 working days commencing from the conclusion of the Tenant Conference to furnish any mitigating evidence.

A secondary purpose of the Tenant Conference is to assist the HA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the following will be considered:

1. The duration of the violation and number of false statements.
2. The tenant's ability to understand the rules.
3. The tenant's willingness to cooperate and to accept responsibility for his/her actions.
4. The amount of money involved.
5. The tenant's past history.
6. The number of false statements.

### Notification to Tenant of Proposed Action

The tenant will be notified by mail of the proposed action no later than fifteen (15) business days after the conclusion of the Tenant Conference.

### Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, the HA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

#### Civil Remedies: The HA may:

1. Terminate tenancy and demand payment of restitution in full.
2. Terminate assistance and execute an administrative repayment agreement in accordance with the HA's Repayment Policy.
3. Terminate assistance and/or pursue restitution through civil litigation.
4. Terminate assistance and seek recovery through tax refunds and/or garnishment of wages or other forms of collection.
5. Continue assistance at the correct level upon repayment of restitution in 30 days.
6. Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the HA's repayment policy.

Criminal Referral: If the HA believes that the case meets the criteria established by the HA for prosecution, the HA may refer the case to other enforcement agencies.

#### Termination by the HA:

In any event, and at the sole discretion of the HA, the HA may terminate a public housing tenancy for a material breach of the lease for discovery of material false statements or fraud, including but not limited to misrepresentation of facts, omitted pertinent information, or failure to inform Management of information it requires for an annual re-certification or interim adjustments, by the tenant or family member in connection with an application for assistance, with re-certification, or reexamination of income.

## Chapter 14

### GRIEVANCES AND APPEALS

[24 CFR 966.50–966.57]

#### INTRODUCTION

This chapter describes the policies to be used when applicants or residents disagree with a HA decision. It is the policy of the HA that all applicants and residents have the benefit of all appeal/grievance rights due to them under the law.

#### **PART I: APPEALS**

##### A. APPEALS BY APPLICANTS

Applicants who are determined ineligible because they do not meet the HA's admission standards, will be given prompt written notification stating reason for the determination and the procedure for requesting an informal hearing. Applicants must submit their request for an informal hearing in writing to the HA within ten days from the date of the notification of their ineligibility.

Except for an applicant caused delay(s), if an applicant requests an informal hearing, the HA will schedule the hearing to be held within ten calendar days of receiving the request. The HA will notify the applicant of the time, date, and location.

An impartial hearing officer will conduct informal hearings. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of such person.

The hearing officer will consider documentation or evidence provided by the applicant and data compiled by the HA. The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within ten calendar 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 procedure for public housing residents is not applicable to applicants, and applicants have no rights under the HA's grievance procedures.

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

Assistance to the family in a HA unit pursuant to a lease 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 HA hearing is pending but assistance to an applicant may be delayed pending the HA hearing.

### INS Determination of Ineligibility

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

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

The request for a HA 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 the INS decision.

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 residents. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the HA will deny the applicant family.

If there are eligible members in the family, the HA 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 assistance.

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 Resident Rent and Total Resident 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.

## **PART II: GRIEVANCE PROCEDURES**

### A. DEFINITIONS

#### Grievance

Any dispute that a resident may have with respect to an HA action or failure to act in accordance with the individual resident’s lease or HA regulations that adversely affects the individual resident’s rights, duties, welfare, or status. Grievance does not include disputes between residents not involving the HA; to class grievances such as rent strikes; as a forum for initiating

or renegotiating policy changes between groups of residents and the HA Board of Commissioners; nor to an eviction based upon violent criminal activity or drug-related criminal activity.

Complainant

Any resident whose grievance is presented to the HA or at the site/management office.

Hearing Officer

A person selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

VAWA

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy rights of the victim of such violence.

Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy, if the tenant, or immediate member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.

B. APPLICABILITY

This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

Any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or HA employees, or

Any drug-related criminal activity on or off such premises.

C. INFORMAL HEARING

Any grievance shall be presented in writing through a "Grievance Request Form" submitted to the HA office or to the housing management office who sent the notice on which the grievance is based. Written grievances must be signed by the resident/applicant. Except for resident/applicant caused delay(s), the grievance must be presented within ten (10) calendar days after receipt of the notice on which the grievance is based. It may be simply stated, but shall specify:

The particular grounds upon which it is based,

The action requested; and

The name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any.

The HA will provide reasonable accommodation for persons with disabilities to participate in the informal hearing. The HA must be notified within three days of the scheduled time if special accommodations are required.

The purpose of the initial discussion is to discuss and to resolve the grievance without the necessity of a formal hearing. A formal hearing is only for current residents.

A designated HA representative shall hold an informal hearing with the resident/applicant within ten (10) calendar days of receipt of the grievance.

If the complainant fails to appear within 30 minutes of the scheduled time, the HA representative may determine that the complainant has waived their right to a hearing.

When the informal hearing is completed and within (10) calendar days, the HA representative is to complete a summary report. The report will include the date of the informal hearing, names of participants, nature of the disposition of the complaint and supporting reasons, date on which corrective action will be completed, if necessary, as well as procedures and final date by which a hearing may be obtained if the grievance has not been resolved at this level. One copy will be filed in the resident's file.

#### 1. Dissatisfaction with Informal Hearing

If the resident, also known as the complainant, is dissatisfied with the proposed disposition of the grievance, s/he shall submit a "Grievance Request Form" requesting a formal hearing within ten (10) calendar days of the date of the summary of the informal meeting.

The request must specify the reason for the grievance request and the relief sought.

#### 2. Failure to Request a Formal Hearing

If the complainant does not request a formal hearing within ten (10) calendar days of the date of service of the informal hearing decision, s/he waives his/her right to a hearing, and the HA'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 HA's disposition in an appropriate judicial proceeding.

#### D. FORMAL HEARING

After exhausting the informal hearing procedures outlined above, a complainant shall be entitled to a formal hearing before a hearing officer.

The head of household must attend the formal hearing.

If the complainant fails to appear within 30 minutes of the scheduled time, the hearing officer may determine that the complainant has waived their right to a hearing.

The HA will provide reasonable accommodation for persons with disabilities to participate in the hearing. The HA must be notified within three days of the scheduled time if special accommodations are required.

### 1. Formal Hearing Officer

A grievance hearing shall be conducted by an impartial person appointed by the HA other than the person who made or approved the HA action under review, or a subordinate of such person.

Hearing Officer shall be appointed by the Housing Authority through an approved list of hearing officers or through an organization approved by the Executive Director of the Housing Authority.

Each party may challenge the hearing officer for good cause and must file an objection stating reason prior to start of hearing.

### 2. Notifying Hearing Officer to Administer Hearing Proceedings

The designated HA representative will send written notification to the hearing officer with a copy of the grievance/complaint form, the informal hearing summary report, and a copy of the request for formal hearing.

The designated HA representative advises the hearing officer of name(s) and address(es) of all participants.

The hearing officer notifies all parties as to date, time and place of hearing.

## E. PROCEDURES TO OBTAIN A HEARING

### Informal Hearing Prerequisite

All grievances must be presented pursuant to the informal hearing procedure as a prerequisite to a formal hearing.

The hearing officer may waive the prerequisite informal hearing if, and only if, the complainant can show good cause why s/he failed to proceed informally.

### Escrow Deposit

Before a hearing is scheduled in any grievance involving an amount of rent the HA claims is due, the complainant shall pay to the HA all rent due and payable as of the month preceding the month in which the act or failure to act took place.

The complainant shall thereafter give the HA their monthly rent and the HA will deposit the monthly rent into an escrow account each month until the complaint is resolved by decision of the hearing officer.

The HA will waive these escrow requirements if the complainant is paying minimum rent and the grievance is based on a request for hardship exemption or imputed welfare income.

Unless so waived, 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 HA's disposition of the grievance in any appropriate judicial proceeding.

### Scheduling

If the complainant complies with the procedures outlined above, a hearing shall be scheduled promptly by the HA.

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

The HA will provide reasonable accommodation for persons with disabilities to participate in the hearing. The HA must be notified within three days of the scheduled time if special accommodations are required.

### F. HEARING PROCEDURES

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

The opportunity to examine and to copy before the hearing, at the expense of the complainant (\$.10 per copy), all documents, records and regulations of the HA that are relevant to the hearing with at least a 24 hour notice prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by the HA at the hearing.

The HA shall also have the opportunity to examine and to copy at the expense of the HA all documents, records and statements that the resident plans to submit during the hearing to refute the HA's inaction or proposed action. Any documents not so made available to the HA may not be relied upon at the hearing.

The right to a private hearing unless otherwise requested by the complainant.

The right to be represented by counsel or other person chosen as a representative.

The right to present evidence and arguments in support of the complaint, to controvert evidence presented by the HA, and to confront and cross-examine all witnesses upon whose testimony or information the HA relies, limited to the issues for which the complainant has received the opportunity for a formal hearing; and

The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the hearing officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.

If the complainant fails to appear within 30 minutes of the scheduled time, the hearing officer may determine that the complainant has waived their right to a hearing.

Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the HA must sustain the burden of justifying the HA action or failure to act against which the complaint is directed.

The hearing shall be conducted by the hearing officer as follows:

Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The hearing officer shall require the HA, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the hearing officer to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

Either party may request a tape recording of the hearing. The HA shall provide equipment and an operator for the purpose of recording the hearing. The complainant may secure a duplicate at his/her expense.

#### G. DECISIONS OF THE HEARING OFFICER

The hearing officer shall mail to the HA and the complainant a written decision, including the reasons for the decision, within 10 calendar days for public housing following the hearing. The HA will place one copy in the resident files. The written decision will be sent to the address provided at the hearing.

The decision of the hearing officer shall be binding on the HA which shall take all actions necessary to carry out the decision, unless the Board of Commissioners intervene in the matter. The Board of Commissioners may overturn a hearing officer's decision in either of the following two situations:

The grievance does not concern the HA action or failure to act in accordance with or involving the complainant's lease or HA regulations that adversely affect the complainant's rights, duties, welfare or status.

The decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the HA.

A decision by the hearing officer or Board of Commissioners in favor of the HA or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, nor affect in any manner whatever, the rights of the complainant to a trial or judicial review in any proceedings which may thereafter be brought in the matter.

Any grievance in which the Resident claims a right under VAWA, a hearing officer will not issue a decision and instead will postpone the hearing until such time as a decision on the VAWA request has been made in compliance with all VAWA references made in this ACOP.

#### H. HA EVICTION ACTIONS

If a resident has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a HA notice of termination of tenancy, and the hearing officer upholds the HA action, the HA shall not commence an eviction action until the notice of termination of tenancy expires. The notice of termination tolls pending the grievance hearing procedures. As the notice of termination tolls, rent shall be due and owing during and pending the grievance hearing procedures.

## Chapter 15

### FAMILY DEBTS TO THE HOUSING AUTHORITY

#### INTRODUCTION

This chapter describes the HA's policies and guidelines for the recovery of debts and the use of repayment agreements. Before a debt is assessed against a family, the file must contain documentation to support the HA'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, as appropriate.

When families owe money to the HA, every effort will be made to collect the debt. A variety of collection tools to recover debts may be used including, but not limited to:

Requests for lump sum payments

Repayment agreements

Abatements

Deductions

Collection agencies

Credit bureaus

Civil suits

#### A. REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement is a document entered into between the HA and the resident who owes a debt to the HA. The Repayment Agreement contains an acknowledgment by the person of the debt in a specific amount, the terms of repayment, any special provisions of the agreement, and the remedies available to the HA upon default of the agreement.

If a repayment agreement is to be entered into, the HA will require that the family pay an initial 50% lump sum with the remaining balance to be paid in equal payments over a period of time not to exceed 12 months. In the discretion of the HA, a repayment agreement can provide that the remaining balance be paid in equal payments over a period of time not to exceed 24 months if the debt is for an amount in excess of \$2,400.

#### Late Payments

A payment will be considered to be in arrears if:

The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's repayment agreement is in arrears, the HA may do one or more of the following:

Require the family to pay the entire amount that has not been paid timely plus the current month's payment in order to avoid termination of tenancy, or

Require the family to pay the balance in full in order to avoid termination of tenancy, or

Pursue civil collection of the balance due, or

Terminate the tenancy.

### Requests to Move

If the family requests a move to another unit and has a repayment agreement in place and the repayment agreement is not in arrears, the family may be required to pay the balance in full prior to moving to the new unit.

If the family requests a move to another unit and is in arrears on a repayment agreement, unless they pay the balance in full, the request will be denied.

Under special circumstances, the HA may make an exception and allow a family to move without paying the entire balance of the debt if the family is current with its payments. The HA may also allow a family who is in arrears to become current in order to process a move if the move is for one of the following reasons:

A natural disaster.

The unit is uninhabitable or has major UPCS deficiencies that are not the result of a family action or inaction.

A life-threatening situation, such as the family is a witness to or a victim of a crime and must move for safety reasons. The family will be required to provide proof in such cases.

### Guidelines for Repayment Agreements

The HA may not agree to a repayment agreement if the family already has a Repayment Agreement in place, or if the family has breached previous Repayment Agreements.

The HA, at its sole discretion, will determine on a case-by-case basis whether or not to offer a family a repayment agreement for monies owed to the HA. All Repayment Agreements must be approved by a HA Manager.

Repayment Agreements will be executed between the HA and the head of household or other adult family member.

The HA may approve in writing a decrease in the monthly payments, either temporary or permanent, in cases of hardship after receiving from the family a written request for a decrease and verification of hardship.

B. FAMILY 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 a false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead the Housing Authority.

Immediate Payment of Retroactive Rent Where Debt is the Result of Resident Misrepresentation or Failure to Disclose Material Information

If the Resident submits false information on any application, Personal Declaration, certification documents or request for interim adjustment or does not report interim changes in family income or other factors as required by his/her Lease Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Resident agrees to reimburse the HA for the difference between the rent he/she should have paid and the rent he/she was charged. The HA, in its sole discretion, may terminate the Lease for a material breach and/or may make the rent increase retroactive to the date the income increased. If the HA determines that a Resident is liable for the payment of Retroactive Rent, the resulting retroactive rent amount, shall be paid immediately by the Resident.

A decision by the HA to accept the payment of Retroactive Rent from a Resident, shall not constitute a waiver of its right to either terminate the Lease or otherwise pursue any additional actions allowable under Federal,

State or local law.

Payment of Retroactive Rent Where Debt Is Not the Result of Resident Misrepresentation or Failure to Disclose Material Information

The HA, in its sole discretion, may enter into a Repayment Agreement for a debt to the HA that did not result from the Resident's submission of false information on any application, Personal Declaration, certification documents or request for interim adjustment or from a failure to report interim changes in family income or other factors as required by his/her Lease Agreement.

C. REPAYMENT AGREEMENTS AT CONCLUSION OF TENANCY OR RESOLUTION OF EVICTION PROCEEDINGS

The HA may enter into a repayment agreement in resolution of a debt incurred by a Resident during the course of his or her tenancy where the Resident has indicated his or her intent to voluntarily vacate. The HA may also enter into a repayment agreement in resolution of either a notice to terminate or not renew a tenancy. The terms of such agreements shall be determined at the discretion of the HA.

D. FAMILY DEBTS PAID IN FULL

If the HA determines not to enter into a repayment agreement, or if the repayment agreement is breached and the HA demands payment of the balance in full, the family must pay the full amount due and owing in one lump sum. If the family fails to pay, the HA may pursue collection through a collection agency or a civil action and may notify credit agencies of the debt. Whether or not the amount is paid, the HA does not waive its right to take other action including termination of tenancy or referral for criminal prosecution in appropriate cases.

## Chapter 16

### COMMUNITY SERVICE REQUIREMENT

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

#### A. REQUIREMENT

Except for any adult resident who is an exempt individual, each adult resident of public housing shall:

1. Contribute eight (8) hours per month of community service (not including political activities); or
2. Participate in an economic self-sufficiency program for eight (8) hours per month; or
3. Perform eight (8) hours per month of combined activities.

#### B. EXEMPTIONS

The Housing Authority shall provide an exemption from the community service requirement for any adult resident who meets the following HUD exemption criteria:

1. Is 62 years of age or older;
2. Is a blind or disabled individual, as defined under section 216(I)(1) of 1614 of the Social Security Act (42 U.S.C. 416 (I)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or:
3. Is a primary caretaker of such individual;
4. Is engaged in a work activity as defined in section 407(d) of the Social Security Act;
5. Meets the requirements for being exempt from having to engage in a work activity under the State program funded under part A of Title IV of the Social Security Act, or under any other welfare program of the State in which the public housing authority is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

The Housing Authority will re-verify exemption status at the annual recertification except for adult residents who are 62 years of age or older.

At any time shall an adult resident experience a change in status that would make such individual exempt from the community service requirement, he/she must report the change in status within five (5) working days to the site management office. The HOUSING AUTHORITY will verify the exemption status of the requesting adult resident before authorizing non-exemption from the community service requirement.

At any time shall an adult resident experience a change in status that would make such individual non-exempt from the community service requirement, he/she must report the change in status within five (5) working days to the site management office. The non-exempt adult resident shall only be responsible for the balance of community service hours to be completed before the annual recertification.

C. SATISFYING THE COMMUNITY SERVICE REQUIREMENT

Activities that satisfy the Community Service Requirement include, but are not limited to, the following:

1. Participation in a Family Learning Center Literacy Program as a reading tutor and/or reading listener.
2. Participation in activities which support the Family Learning Center, such as, but not limited to, after-school tutoring, summer programs, being a chaperone for educational field trips, assisting with events and programs related to youth/adult education and literacy.
3. Participation in the site Resident Council as an elected board member or performing activities related to the Resident Council that total eight (8) hours per month.
4. Participation in activities which support the Family Resource Center, such as, but not limited to, being a chaperone for youth and senior field trips, assisting with community events and family/youth programs, and other activities related to youth development, recreation, and family self-sufficiency.
5. A list of other eligible activities that satisfy the community service requirement shall be posted and kept on file at the site management office.

In addition to the activities stated above, participation in an economic self-sufficiency program satisfies the community service requirement. HUD defines economic self-sufficiency as: any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

Economic self-sufficiency programs include: job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management skills training, apprenticeship, or any other program necessary to ready a participant for employment.

In addition to the activities listed above, the HOUSING AUTHORITY authorizes the following economic self-sufficiency activities:

Participation in the HOUSING AUTHORITY Family Self Sufficiency Program.

Other activities which further the goals of economic self-sufficiency as approved on an individual basis by the HOUSING AUTHORITY.

The HOUSING AUTHORITY will ensure that all community service activities which take place on HOUSING AUTHORITY property are accessible for persons with disabilities.

D. ANNUAL COMPLIANCE CERTIFICATION

For each adult resident subject to the community service requirement, the HOUSING AUTHORITY shall, 30 days before the expiration of the Lease Agreement, review and determine compliance with the community service requirement.

Such determinations shall be made in accordance the principles of due process and on a non-discriminatory basis.

If community service activities are administered by an organization other than the HOUSING AUTHORITY, the HOUSING AUTHORITY will obtain third-party verification.

Adult residents will not be permitted to self-certify their compliance with the community service requirement.

E. NONCOMPLIANCE

If the HOUSING AUTHORITY determines that an adult resident subject to the community service requirement has not complied with the requirement, the HOUSING AUTHORITY shall

1. Notify the adult resident of such noncompliance;
2. Include in the notification that the determination of noncompliance is subject to the administrative grievance procedure under the HOUSING AUTHORITY's Grievance Procedures; and
3. Unless the resident enters into an agreement to comply with the community service requirement, the adult resident's Lease Agreement will not be renewed; and
4. The HOUSING AUTHORITY may not renew or extend the resident's Lease Agreement upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the HOUSING AUTHORITY enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

F. INELIGIBILITY FOR OCCUPANCY FOR NONCOMPLIANCE

The HOUSING AUTHORITY shall not renew or extend any Lease Agreement, or provide any

new Lease Agreement, for a dwelling unit for any household that includes an adult resident who was subject to the community service requirement and failed to comply with the requirement.

## Chapter 17

### HA CURFEW AND LOITERING POLICIES AND PROCEDURES

#### INTRODUCTION

The following are the policies and procedures governing the implementation, administration, and enforcement of the HA Curfew and Loitering Regulations.

#### A. DUTIES AND RESPONSIBILITIES

At the discretion of the Director of the Housing Management Division, the Property Manager shall have the primary responsibility for implementation, administration and enforcement of the Curfew and Loitering Regulations as it pertains to their respective assigned housing developments and scattered sites.

Security personnel and law enforcement personnel contracted to provide services at the various housing developments shall participate in the enforcement of the Curfew and Loitering Regulations. Such enforcement may include properly identifying curfew and loitering violators, and notifying the appropriate Property Manager of such curfew and loitering violations.

#### B. NIGHTTIME CURFEW

No minor under the age of 18 years shall remain in or upon any common area of the HA or within any HA community, including but not limited to a road, curb area, sidewalk, parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry, or recreational room, community center, or other common area grounds, place, building or vacant lot between the hours of 10:00 p.m. on any day and 6:00 a.m. of the immediately following day, except for within an apartment unit or private yard area.

“Remain” means to stay behind, to tarry and to stay unnecessarily in or upon HA common area, including the congregating of groups of persons, in whom any minor involved is not on or upon HA common area for the purpose of mere passage or going home.

A parent, guardian or other person having the legal care, custody or control of any minor (under the age of 18 years) shall not knowingly permit or by ineffective control allow the minor to violate this curfew regulation. The term “knowingly” includes knowledge that a parent or guardian should reasonably be expected to have concerning the whereabouts of a minor in that person’s legal custody. This requirement is intended to hold a neglectful or careless parent or guardian up to a reasonable community standard of parental responsibility.

It shall be no defense that a parent or guardian was indifferent to the activities or conduct or whereabouts of such minor.

The following shall constitute valid exceptions to the regulation:

1. When the minor is accompanied by his or her parent or parents, legal guardian or other person having the legal care or custody of the minor, or by his or her spouse 18 years of age or older; or

2. When the minor is on an errand or other legitimate business or activity directed by his or her parent or parents or legal guardian or other adult person having the legal care or custody of the minor, or by his or her spouse 18 years of age or older; or
3. When the minor is going directly to or returning directly home (without any unnecessary detour or stop), a public meeting, or activity of a religious or other voluntary association, a place of public entertainment such as a movie, play, sporting event, dance, school activity, or the minors place of employment; or
4. When the minor is actively participating in a sporting or community event on HA property, if the HA rules or regulations permit the sporting or community event during said hours; or
5. When the presence of such minor in said place or places is connected with or required with respect to a business, trade, profession, or occupation in which said minor is lawfully engaged; or
6. When minor is exercising First Amendment rights protected by the United States or California Constitution; or
7. When the minor is involved in an emergency or seeking medical assistance; or
8. When the minor is emancipated pursuant to law.

C. DAYTIME CURFEW

No minor (under the age of 18 years) who is subject to compulsory education or to compulsory continuing education shall remain in or upon any common area of the HA or within any HA community including, but not limited to, a road curb area, sidewalk, parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry or recreational room, community center, or other common area grounds, place or building, vacant lot or parking lot, between the hours of 8:30 a.m. and 1:30 p.m. on days when school is in session. The following shall constitute valid exceptions to this regulation:

1. When the minor is accompanied by his or her parent or parents, legal guardian or other adult person having the legal care or custody of the minor, or by his or her spouse 18 years of age or older; or
2. When the minor is upon an emergency errand directed by his or her parent or parents, legal guardian or other adult person having the legal care or custody of the minor, or by his or her spouse 18 years of age or older; or
3. When the minor is going directly to or returning directly home from, without any unnecessary detour or stop, his or her place of gainful employment or a medical, dental, optometry, or chiropractic appointment; or
4. When the minor has permission to leave school campus for lunch or school related activity and has in his or her possession a valid, school issued, off-campus permit; or
5. When the minor has in his or her possession a written excuse from the minors parent(s),

legal guardian, or other adult person having the legal care or custody of the minor; or

6. When the minor is receiving instruction by a qualified tutor pursuant to Education Code Section 48224; or
7. When the minor is going to or returning directly from, without unnecessary detour or stop, a public meeting, or place of public entertainment, such as a movie, play, sporting event, dance or school activity, provided such meeting, event or activity is a school-approved activity for the minor or is otherwise supervised by school personnel of the minors school; or
8. When the minor is going to or returning directly from, without unnecessary detour or stop, an appearance in court, attendance at a funeral service, observance of a holiday or ceremony of his or her religion, attendance at religious retreats, or attendance at an employment conference; or
9. When the minor is emancipated pursuant to law.

D. LOITERING

No one will loiter in a common area of a housing site. A common area includes, but is not limited to a road, curb area, sidewalk, fire lane, parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry, or recreational room, community center, or other common area grounds, place, building or vacant lot. This pertains to adults and minors.

“Loitering” is defined as when a person delays, lingers, idles or remains in an area and does not have a lawful purpose for being there.

E. BREACH OF THE LEASE

One violation of the Curfew Regulation by any household member of a unit shall constitute a minor breach of the Lease Agreement. Three or more violations of the Curfew Regulation within a 12-month period of time by any household member (in any combination) shall constitute a material breach of the Lease Agreement, and shall be sufficient grounds for termination of the Lease Agreement.

One violation of the Loitering Regulation by any household member of a unit or guest of the unit, shall constitute a minor breach of the Lease Agreement. Two or more violations of the Loitering Regulation within a 12-month period of time by any household member or guest (in any combination) shall constitute a material breach of the Lease Agreement, and shall be sufficient grounds for termination of the Lease Agreement.

F. NOTICES AND RECOMMENDATIONS

Notice

The Head of Household shall receive a copy of the citation for violation of the Curfew Regulation and written notification from HA management of each violation of the Curfew Regulation occurring within a 12-month period as follows:

First Violation: Written notice shall be served on Head of Household, by HA management, advising of curfew violation and that Head of Household is responsible for the minor's conduct. The notice shall constitute a WARNING to the Head of Household that subsequent violations may result in termination of the Lease Agreement.

Second Violation: Written notice of a second curfew violation shall be served on the Head of Household and shall provide an opportunity for counseling for the Head of Household and minor(s). The Property Manager should schedule the appointment for said counseling with ten (10) days of the second violation notice.

Third Violation: Written notice of third curfew violation shall be served on the Head of Household and the appropriate remedy shall be enforced as set forth below.

The Head of Household shall receive a copy of the citation for violation of the Loitering Regulation and written notification from HA management of each violation of the Loitering Regulation occurring within a 12-month period as follows:

First Violation: Written notice shall be served on Head of Household, by HA management, advising of loitering violation and that Head of Household is responsible for the household member or guests' conduct. The written notice shall also provide an opportunity for counseling for the Head of Household. The Property Manager should schedule the appointment for said counseling within ten (10) days of the notice. The notice shall constitute a WARNING to the Head of Household that subsequent violations may result in termination of the Lease Agreement.

Second Violation: Written notice of second loitering violation shall be served on the Head of Household and the appropriate remedy shall be enforced as set forth below.

## G. REMEDIES

### Review of Resident File

When a household member or members have been cited three times within a 12-month period for violating the Curfew or Loitering Regulations, the Property Manager shall conduct a review of the resident's historical file to determine the overall resident record. Based on such review, one of the following actions shall be taken:

Recommendation for Referral: The Property Manager shall offer a referral to counseling, if available, to a family in lieu of an eviction notice. Such option is available only if within the last 12 months preceding the third curfew or loitering violation the resident or household members have not received three (3) or more of any combination of the following:

14-Day Notice

Notice to Comply

Notice to Pay Maintenance Charges

Counseling for Disturbing Neighbors

Counseling for any lease violation(s)

30-Day Notice to Cure or Quit

Thirty-Day Notice to Quit: If head of household and/or minor(s) should fail to complete referred sessions, or have received three (3) or more of the aforementioned notices, the Property Manager shall serve a Thirty-Day Notice to Quit based on the curfew or loitering violations and, if appropriate, other violations of the lease.

## H. ENFORCEMENT

### Security Personnel/Law Enforcement

Security personnel and law enforcement personnel contracted to provide services at the various housing developments shall participate in the enforcement of the Curfew and Loitering Regulations. Such enforcement shall include:

Violation Recognition: Should security/law enforcement officers observe a minor or minors in or about any common area of the HA developments between the hours of 10:00 p.m. and 6:00 a.m., said officers shall have the authority to inquire of the minor(s) as to their identity, whether they are residents of the housing development, and their reason(s) for being out during curfew hours. The purpose of the inquiry is to determine whether the minor(s) are in violation of the Curfew Regulation or whether any of the exceptions to the Curfew Regulation apply.

Should security/law enforcement officers observe anyone loitering in any common area of the HA developments, said officers shall have the authority to inquire of the person(s) as to their identity, whether they are residents of the housing development, and their reason(s) for being in the common area.

Citing Violations: Upon determining that a minor is in violation of the Curfew Regulation, the security/law enforcement officer may so inform the minor(s) of the violation. The officer may then issue a written citation. One copy of the citation shall be filed with the Property Manager for the development, and the security/law enforcement officer shall maintain a copy.

Upon determining that a person is in violation of the Loitering Regulation, the security/law enforcement officer may so inform the person(s) of the violation. The officer may then issue a written citation. One copy of the citation shall be filed with the Property Manager for the development, and the security/law enforcement officer shall maintain a copy.

### Enforcement by Resident Managers

Resident Managers shall participate in the enforcement of the Curfew Regulation by observing and reporting only. Should Resident Managers observe a minor or minors in violation of the Curfew Regulation the incident should be immediately documented, including the date, time, location, name of minor (if known), and number of times minor has been observed in violation of the Curfew Regulation. Such documentation should be recorded in the resident's file and a memorandum concerning the curfew violation(s) sent to the Property Manager.

Resident Managers shall participate in the enforcement of the Loitering Regulation by observing and reporting only. Should Resident Managers observe a person or persons in violation of the Loitering Regulation the incident should be immediately documented, including the date, time, location, name of person(s) (if known), and number of times person(s) has been observed in violation of the Loitering Regulation. Such documentation should be recorded in the resident's file and a memorandum concerning the loitering violation(s) sent to the Property Manager.

#### Enforcement by Management

Area Managers and Property Managers shall have the authority to serve citations for violations of the Curfew and Loitering Regulations.

#### I GRIEVANCE PROCEDURE

Residents shall have the right to file a grievance in response to actions taken by the HA concerning violations of the Curfew and Loitering Regulations.

The HA Grievance Policy is subject to the Code of Federal Regulations, Title 24, Part 966, revised as of April 1, 1985, and as further amended. Residents shall follow the grievance procedures as set forth in the ACOP.

## Chapter 18

### BANNING POLICIES AND PROCEDURES

#### INTRODUCTION

The following are the policies and procedures governing the implementation, administration, and enforcement of the HA banning regulation.

#### A. DUTIES AND RESPONSIBILITIES

At the discretion of the Director of the Housing Management Division, the Property Manager shall have the primary responsibility for the implementation, administration and enforcement of the Banning Regulation as it pertains to their respective assigned housing development and scattered sites. Property Managers shall be responsible for notifying residents of persons banned from HA property.

Security personnel and law enforcement personnel contracted to provide services at the various housing developments shall participate in the enforcement of the Banning Regulation. Such enforcement may include properly identifying trespassers, issuing citations, and notifying the respective Property Manager of such violation.

Resident Managers shall, upon approval by the Director of the Housing Management Division, and at the discretion of the Property Manager, be responsible for identifying Banning violators, documenting violations by both residents and non-residents, and notifying the appropriate Property Manager of such violations.

#### B. BANNING REGULATION

A non-resident, including, but not limited to, a guest or visitor of a resident, may be banned for twelve (12) consecutive months if they commit two or more of the following acts in or upon any area of the HA development within a twelve (12) month period.

Any misdemeanor or infraction that disturbs the peaceful enjoyment of the development, including, without limitation, illegal drug activity or violent criminal activity;

Destruction of either HA property or private property;

After warning, continuing to interfere with the job responsibilities of a HA employee or vendor; and/or

After warning, continuing to disturb other residents' peaceful enjoyment of the complex.

The non-resident may be banned if they commit one misdemeanor or infraction involving possession of a controlled substance or one felony under state or federal law in or upon any area of the HA development including without limitation, illegal drug activity or violent criminal activity.

The HA development includes, but is not limited to, a private road or curb area, sidewalk,

parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry or recreational room, community center, or other common area grounds, place, building or vacant lot on HA property.

If a non-resident violates paragraph 1 above, he or she can be served with a banning notice excluding the non-resident from the HA development for twelve (12) consecutive months. At the time the non-resident is served, he or she will be requested to sign a form acknowledging receipt of the banning notice. A proof of service form indicating service of the banning notice on the non-resident shall be completed. A form documenting the incidents leading to the service of the banning notice shall also be completed.

Residents known to associate with the banned non-resident shall receive notice of the person banned from HA property in the form of a letter from the HA. The letter will also state that pursuant to the resident's Lease Agreement, the resident, or member of the resident's household, shall not allow the person who has been excluded to be a guest of the resident in the HA development.

A list of banned non-residents will be distributed to HA management and staff, security personnel and law enforcement, as appropriate.

If a banned non-resident comes on the HA development, he or she may be cited for trespass.

If the banned non-resident comes on the HA development with a resident who has received notice of the person's banned status, the resident will receive a lease violation. If the resident has not received notice, the resident will be provided notice and warned about future activities with the banned non-resident.

Pursuant to the Banning Policies and Procedures, a resident receiving a lease violation for violating this regulation will have his or her historical file reviewed to determine the subsequent course of action.

#### C. BREACH OF THE LEASE

One violation of the Banning Regulation by any household member of a unit shall constitute a minor breach of the Lease Agreement. Three or more violations of the Banning Regulation within a 12-month period of time by any household member (in any combination) shall constitute a material breach of the Lease Agreement, and shall be sufficient grounds for termination of the Lease Agreement.

#### D. NOTICES AND RECOMMENDATIONS

Once a resident is notified, in writing, of a non-resident being banned from the HA's property, the resident is deemed to have been put on notice that pursuant to their Lease Agreement they are prohibited from allowing a person who has been banned from HA property to be a guest of the resident at the housing development. If a resident is observed associating with a banned non-resident on the housing development, he or she will be cited for a lease violation.

First Violation: Written notice shall be served on the head of household, by the HA, advising of the lease violation. The notice shall constitute a WARNING to the head of

household that subsequent violations may result in termination of the Lease Agreement.

Second Violation: Written notice of a second lease violation shall be served on the head of household and shall provide an opportunity for counseling for the head of household and household members. The Property Manager shall schedule an appointment for said counseling with ten (10) days of the second violation notice.

Third Violation: Written notice of a third lease violation shall be served on the head of household and the appropriate remedy shall be enforced as set forth below.

More Than Three Violations: A Thirty-Day Notice to Quit will be served on the head of household if more than three violations are issued within a twelve (12) month period.

E. REMEDIES

Review of the Resident File

When a household member or members have been cited three times within a 12-month period for violating the Banning Regulation, the Property Manager shall conduct a review of the resident's file to determine the overall resident record. Based on such review, one of the following actions shall be taken:

1. Recommendation for Referral: The Property Manager shall offer a referral to counseling, if available, to a family in lieu of an eviction notice. Such option is available only if within the last 12 months preceding the third violation, the resident or household members have not received three (3) or more of any combination of the following:

14-Day Notice

Notice to Comply

Notice to Pay Maintenance Charges

Counseling for Disturbing Neighbors

Counseling for any lease violation(s)

30-Day Notice to Cure or Quit

2. Thirty-Day Notice to Quit: If the head of household and/or members of household should fail to complete counseling sessions, or have received three (3) or more of the aforementioned notices, the Property Manager shall serve a Thirty-Day Notice to Quit based on the violations and if appropriate, other violations of the lease.

F. ENFORCEMENT

Security Personnel/Law Enforcement

Security personnel and law enforcement personnel contracted to provide services at the various

housing developments shall participate in the enforcement of the Banning Regulation. Such enforcement shall include:

1. Violation Recognition: Should security/law enforcement officers observe a non-resident banned from the housing development in or about the HA complex, said officers shall have the authority to inquire of the individual(s) as to their identity, whether they are guest(s) of a resident, and their reason(s) for being on the property. The purpose of this inquiry is to determine whether a resident is subject to a lease violation, or a non-resident is subject to a trespass citation.
2. Citing Violations: Upon determining that an individual or individuals is in violation of the Banning Regulation, the security/law enforcement officer may so inform the resident and/or non-resident of the violation. The officer may then issue a written citation. One copy of the citation shall be filed with the Property Manager for the development, and the security/law enforcement officer shall maintain a copy.

#### G. ENFORCEMENT BY RESIDENT MANAGERS

Resident Managers shall participate in the enforcement of the Banning Regulation by observing and reporting. Should Resident Managers observe a resident in violation of the Banning Regulation, the incident should be immediately documented, including the date, time, location, person's name (if known), and number of times the person has been observed in violation of the Banning Regulation. Such documentation should be recorded in the resident's file and a memorandum concerning the Banning Violation(s) send to the Property Manager.

#### H. ENFORCEMENT BY MANAGEMENT

Area Managers and Property Managers shall have the authority to serve citations for violations of the Banning Regulation.

#### I. GRIEVANCE PROCEDURE

HA residents shall have the right to file a grievance in response to actions taken by the HA concerning issuance of a Banning Notice or violations of the Banning Regulation.

The HA Grievance Procedure is subject to the Code of Federal Regulations, Title 24, Part 966, revised as of April 1, 1985, and as further amended. Residents shall follow the grievance procedures as set forth in the ACOP.

## Chapter 19

### LIMITED ENGLISH PROFICIENCY (LEP)

#### INTRODUCTION

In accordance with Executive Order 13166, the HA will provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). This chapter describes how the HA will undertake reasonable efforts to provide or arrange free language assistance for its LEP residents and applicants to the public housing program as well as the general public.

#### A. MEANINGFUL ACCESS; FOUR-FACTOR ANALYSIS

Meaningful access is free language assistance in accordance with federal guidelines. The HA will annually assess and update the following four-factor analysis, including but not limited to:

1. The number or proportion of LEP persons eligible to be served or likely to be served by the HA.
2. The frequency with which with LEP persons using a particular language come into contact with the HA.
3. The nature and importance of the HA program, activity or service to the person's life.
4. The HA's resources and the cost of providing meaningful access.

#### B. LANGUAGE ASSISTANCE

1. A person who does not speak English as their primary language AND who has a limited ability to read, write, speak or understand English may be a Limited English Proficient (LEP) person and may be entitled to language assistance with respect to HA programs and activities.
2. Language assistance includes interpretation, which means oral or spoken transfer of a message from one language into another language; and/or translation, which means the written transfer of a message from one language into another language. The HA will determine when interpretation and/or translation services are needed and are reasonable based upon the four-factor analysis.
3. HA staff will take reasonable steps to provide language assistance to LEP clients who have difficulty communicating in English. Should a client ask for language assistance and the Housing Authority determines that: a) the client is an LEP person and b) such assistance is necessary to provide meaningful access, the HA will make reasonable efforts to provide free language assistance. The Housing Authority will provide the language assistance in the LEP client's preferred language upon request.

The HA will periodically assess client needs for language assistance based on the frequency requests for interpreters and/or translation, as well as the literacy skills of clients.

4. Translation of Documents

- a. The HA will consider the following factors in determining whether a document requires translation:
  1. Whether the document meets the threshold of a “vital document”. Per the HUD guidance, “vital documents” are those that are critical for ensuring meaningful access by beneficiaries or potential beneficiaries generally and LEP persons specifically.
  2. The costs and benefits of translating documents for potential LEP groups, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, the literacy rate in an LEP group and other relevant factors. The HA will undertake this examination when an eligible LEP group constitutes 5 percent of an eligible client group (for example, 5 percent of households living in HA housing developments) or 1,000 persons, whichever is less.
- b. In consideration of the above, the HA provides translations of the following public housing “vital documents” listed in Appendix A. As the HA continues to translate further public housing “vital documents”, this Appendix will be updated on an annual basis.
- c. As opportunities arise, the HA may work with other local Public Housing Authorities (PHAs) to share the costs of translating common documents.
- d. As HUD continues to translate standard housing documents in multiple languages, the HA will replace its translated versions with the official HUD versions. The HA encourages HUD to provide this service to PHAs and other federally funded agencies whose limited resources hinder their LEP efforts.
- e. The HA will consider technological aids such as Internet-based translation services, which may provide helpful, although perhaps not authoritative, translations of written materials.

## 5. Audiovisual Materials

The HA will make reasonable efforts to produce multiple translations of audiovisual materials it uses to inform or educate applicants, residents and other client groups. For example, the HA provides headsets and interpreters at community or other meetings.

## 6. Formal Interpreters

- a. To provide meaningful access for LEP clients, the HA will provide qualified interpreters, including agency bilingual staff and outside vendors, on an as-needed basis. At important stages that require one-on-one contact, written translation and verbal interpretation services will be provided consistent with the four-factor analysis herein.

- b. The HA may require an interpreter to certify that he/she understood the matter communicated and rendered a competent interpretation.
- c. Qualified interpreters shall be used at the following:
  - i. Informal hearing(s) for denial of admission to public housing;
  - ii. Informal meetings for settlement agreements and formal hearings for termination of public housing;
- d. A HA staff interpreter may not be a subordinate to the person making the decision.
- e. The HA maintains a list of qualified, bilingual employees who have applied for, and tested for proficiency in languages used by clients. Those employees receive additional compensation for demonstrating non-English language proficiency and can provide limited assistance to HA staff and LEP clients as part of their regular job duties.

## 7. Informal Interpreters

- a. Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. HA staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However in many circumstances, informal interpreters, especially children, may not be an appropriate option to provide accurate interpretations. There may be issues of confidentiality, competency or conflict of interest.
- b. An LEP person may use an informal interpreter of his/her own choosing and at his/her expense, either in place of or as a supplement to the free language assistance offered by the HA. If possible, the Housing Authority should accommodate an LEP client's request to use an informal interpreter in place of a formal interpreter.
- c. If an LEP client prefers an informal interpreter, after the HA has offered free interpreter services, the informal interpreter may interpret. In these cases the client and interpreter should sign a waiver refusing interpreter services.
- d. If an LEP client wants to use his/her own informal interpreter, the HA reserves the right to also have a formal interpreter present.

## 8. Outside Resources

- a. Outside resources may include community volunteers, HA residents or Housing Choice Voucher/Section 8 participants.
- b. Outside resources may be used for interpreting services at public or informal meetings or events if a timely request has been made.
- c. The HA will establish and maintain relationships with organizations that assist specific cultural and ethnic groups living in Los Angeles County. To help their clients obtain or keep housing

assistance through the HA, these organizations may provide qualified interpreters for LEP persons.

C. MONITORING

1. The HA will review and revise this LEP Policy annually as part of the Agency Plan process. The review will include:
  - a. Reports from the HA's software system on the number of LEP clients, to the extent that the software and staff data entry can provide such information. Such reports may be supplemented by staff observations.
  - b. A determination as to whether 5 percent or 1,000 persons from a HA public housing residents speak a specific language, which triggers consideration of document translation needs as described above.
  - c. Analysis of staff requests for contract interpreters: number of requests, languages requested costs, etc.

D. LEP PLAN DISTRIBUTION AND TRAINING

The LEP Plan will be:

1. Distributed to all HA staff.
2. Available at the site Management Offices and at the HA Administrative Office.
3. Posted on HA's website at [www.hacola.org](http://www.hacola.org)
4. Explained in orientation and training sessions for supervisors and other staff who need to communicate with LEP clients.

## GLOSSARY

### A. TERMS USED IN DETERMINING RENT

#### **ANNUAL INCOME** (24 CFR 5.609)

Annual income is the anticipated total income from all sources. This includes net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member 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:

The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services.

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.

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.

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.*

Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay.

All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b)(6) contains rules applicable to "as-paid" States).

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.

All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).

## **EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)**

Annual income does not include the following:

Lump sum veteran's disability benefits;

Income from the employment of children (including foster children) under the age of 18 years;

Payments received for the care of foster children or foster adults;

Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance and workers' compensation) capital gains, and settlement for personal property losses;

Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member.

Income of a live-in aide, provided the person meets the definition of a live-in aide.

The full amount of student financial assistance paid directly to the student or the educational institution.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

Amounts received under HUD funded training programs (e.g. Step-up program); excludes stipends, wages, transportation payments and child care vouchers for the duration of the training.

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).

Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and childcare, to allow participation in a specific program.

Amount received as a Resident services stipend. 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, resident initiatives coordination, and serving as the resident member of the PHA governing Board. No resident may receive more than one such stipend during the same period of time.

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.

Temporary, non-recurring, or sporadic income (including gifts).

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.)

Earnings in excess of \$480 for each full-time student 18 years old or older, (excluding the head of household and spouse).

Adoption assistance payments in excess of \$480 per adopted child.

The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.

Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.

Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

Deferred periodic payments from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

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.

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.

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:

The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;

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

Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)]

Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]

Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624 (f)]

Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b))

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).

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.

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.

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.

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.

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)

Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32 )(j).

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

## **ADJUSTED INCOME**

Annual income, less allowable HUD deductions.

*Note: Under the Continuing Resolution, PHAs are permitted to adopt other adjustments to earned income for residents of Public Housing, but must absorb any resulting loss in rental income.*

All Families are eligible for the following:

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.

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, or a full-time student.

Disabled Person Expenses. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for disabled family members where such expenses are necessary to permit a family member(s), including the 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 disabled, and equipment added to cars and vans to permit use by the disabled family member.

For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for disabled care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed

the employment income earned.

For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for disabled 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.

For elderly families without disabled person expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

For elderly families with both disabled and medical expenses: The amount of disabled assistance is calculated first, then medical expenses are added.

Elderly/Disabled Household Exemption: An exemption of \$400 per household.

## **B. HOUSING TERMS**

**ACCESSIBLE DWELLING UNITS.** When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with a physical disability.

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 disabilities.

**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 disabled and non-disabled persons; or ability to meet the needs of persons with different types and degrees of disability.

**ADMISSION.** Admission to the program is the effective date of the lease. The point at which a family

becomes a resident.

**ALLOCATION PLAN.** The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

**ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.

**APPLICANT** (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

**“AS-PAID” STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

**ASSETS.** (See Net Family Assets.)

**AUXILIARY AIDS.** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

**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.

**COVERED FAMILIES.** The statutory term “covered families” designates the universe of families who are required to participate in a welfare agency economic self-sufficiency program and may, therefore, be the subject of a welfare benefit sanction for noncompliance with this obligation. “Covered families” means families who receive welfare assistance or other public assistance benefits from a State or other public 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 the assistance.

**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 is a full-time student 18 years of age or older.

**DESIGNATED FAMILY.** The category of family for whom the PHA elects to designate a development (e.g. elderly family in a development designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

**DISABILITY ASSISTANCE EXPENSE.** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or 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.

**DISABILITY.** This term is used where “handicap” was formerly used.

**DISABLED FAMILY.** A family whose head, spouse, or sole member is a person with disabilities. A disabled family may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides

**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, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster relief laws.

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

**DRUG-RELATED CRIMINAL ACTIVITY.** Term means:

Drug-trafficking; or

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 or the possession with intent to manufacture, sell, or distribute 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 assisted families or to provide work for such families. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any other program necessary to ready a participant to work (such as: substance abuse or mental health treatment. Economic self-sufficiency program includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). See the definition of work activities at Sec. 5.603(c). The new definition of the term “economic self-sufficiency program” is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for public housing residents to participate in an economic self-sufficiency program or other eligible activities.

**ELDERLY FAMILY.** A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with one or more live-in aides.

**ELDERLY PERSON.** A person who is at least 62 years old.

**ELIGIBLE FAMILY (Family).** A family is defined by the PHA in the Admission and Continued Occupancy Plan.

**EXCEPTIONAL MEDICAL OR OTHER EXPENSES.** Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 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, except that HUD may establish income ceilings higher or lower than 30 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**FAMILY.**

- Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in PHA housing; OR
- two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in PHA housing.

The term family also includes the following terms defined in this section:

- Elderly family
- Disabled family
- Displaced person
- Single person
- Remaining member of a tenant family,
- A foster care arrangement, or a kinship care arrangement

Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family.

- Live-In Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no right of tenancy or continued occupancy.
- Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. For purposes of continued occupancy; the term family also includes the remaining member of a resident family with the capacity to execute a lease.

**FAMILY OF VETERAN OR SERVICE PERSON.** A family is a "family of veteran or serviceperson" when:

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.

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 PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FLAT RENT.** Rent for a public housing dwelling unit that is based on the market rent. The market rent is the rent charged for comparable units in the private, unassisted rental market at which the PHA could lease the public housing unit after preparation for occupancy.

**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 attending school or vocational training on a full-time basis.

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

**HEAD OF HOUSEHOLD.** The person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HOUSING AGENCY.** A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "PHA" mean the same thing.). The Housing Authority is referred to as "HA" or "Housing Authority" throughout this document.

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

**HOUSING ASSISTANCE PLAN.** 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. 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 Public Housing and Section 8 programs.

**HUD.** The Department of Housing and Urban Development or its designee.

**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 times the total cash value of assets, 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. This amount is included in family annual income and, therefore, reflected in the family rental contribution based on this income.

**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 TARGETING.** The HUD admissions requirement that PHAs 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 by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.

**INTEREST REDUCTION SUBSIDIES.** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR developments. Includes monthly interest reduction payments made to mortgagees of Section 236 developments and front-end loan discounts paid on BMIR developments.

**INVOLUNTARILY DISPLACED PERSON.** Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.

**LANDLORD.** Refers to the HA, as either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

**LEASE.** A written agreement between an owner and an eligible family for the leasing of a housing unit.

**LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who:

Is determined to be essential to the care and well-being of the person.

Is not obligated for the support of the person.

Would not be living in the unit except to provide necessary supportive services.

**LOCAL PREFERENCE.** A preference used by the PHA to select among applicant families without regard to their date and time of application.

**LOW-INCOME FAMILY.** This definition replaces a previous statutory reference. Generally, “low-income” designates a family whose income does not exceed 80 percent of area median income, with certain adjustments.

**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 development in which a portion of the total units receive development-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 development is a rental or cooperative.

**MEDICAL EXPENSES.** Those total medical expenses anticipated during the period for which Annual Income is computed, and which are not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

**MINIMUM RENT.** An amount established by the PHA between zero and \$50.00.

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

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances.

**MONTHLY INCOME.** 1/12 of the Annual Income before allowances.

**NEAR-ELDERLY FAMILY.** A family whose head, spouse, or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

**NET FAMILY ASSETS.** The net cash value, after deducting reasonable costs that would be incurred in disposing of:

- Real property (land, houses, mobile homes)
- Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
- Cash value of whole life insurance policies
- Stocks and bonds (mutual funds, corporate bonds, savings bonds)
- Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or

disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the application or annual reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms.

**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.

### **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 disabilities”, 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.

**PUBLIC ASSISTANCE.** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

**PUBLIC HOUSING AGENCY (PHA).** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term “PHA” includes an Indian housing authority (IHA). (“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 TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

**RESIDENT** is used to refer to participants in terms of their relation as a lessee to the HA as the landlord.

**RESIDENCY PREFERENCE.** A local preference for admission of persons who reside in a specified geographic area.

**RESPONSIBLE ENTITY.** For the public housing, Section 8 tenant-based assistance, development-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.

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

**SINGLE PERSON.** A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a tenant family.

**SPECIFIED WELFARE BENEFIT REDUCTION.** Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means 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.

**SPOUSE.** The marriage partner of the head of the household.

**SUBSIDIZED DEVELOPMENT.** A multi-family housing development (with the exception of a development 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 development is owned by a Public Housing Agency;

A Public Housing Development.

**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.

**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 PHA.

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**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 FAMILY.** A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area

on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

**VETERAN.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released 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.

**C. TERMS USED IN THE NON-CITIZENS RULE**

**CHILD.** A member of the family other than the family head or spouse who is under 18 years of age.

**CITIZEN.** A citizen or national of the United States.

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

**PHA.** A housing authority- either a public housing agency or an Indian housing authority or both.

**HEAD OF HOUSEHOLD.** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD.** Department of Housing and Urban Development.

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

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**NONCITIZEN.** A person who is neither a citizen nor nation of the United States.

**NONCITIZENS RULE.** Refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

**PHA.** A housing authority that operates Public Housing.

**RESPONSIBLE ENTITY.** The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the PHA).

**SECTION 214.** Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

**SPOUSE.** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or “co-heads.” “Co-head” is a term recognized by some HUD programs, but not by public and Indian housing programs.

**D. TERMS USED IN THE VIOLENCE AGAINST WOMEN ACT PROVISIONS**

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

**DATING VIOLENCE.** Violence committed by a person-

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.

**STALKING.**

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

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to-

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person.

**IMMEDIATE FAMILY MEMBER.** Means with respect to a person-

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.

## APPENDIX A

### HOUSING MANAGEMENT TRANSLATED MATERIALS

Anti-Hate Crime Policy Letter – Spanish  
Citizen/Non-Citizen Eligibility Form – Spanish  
Declaration of Child Alimony Form – Spanish  
HUD Final Guidance  
HUD “I Speak” Language Cards  
HUD Rent Information Fact Sheet – Chinese  
HUD Rent Information Fact Sheet – Korean  
HUD Rent Information Fact Sheet – Spanish  
HUD Rent Information Fact Sheet – Vietnamese  
HUD Things You Should Know Form – Spanish  
HUD Protect Your Family From Lead – Spanish  
Kings Road Pet Policy – Russian  
Maravilla Curfew Policy – Spanish  
Maravilla Parking Policy – Spanish  
Maravilla Pet Policy – Spanish  
Rent Choice Form – Spanish  
Satellite Dish Policy – Russian  
Satellite Dish Policy – Spanish  
Public Housing Lease – Russian  
Public Housing Lease – Spanish  
Public Housing Lease – Korean  
Public Housing Lease – Chinese  
VAWA Resident Notice – Spanish  
VAWA Resident Notice – Chinese  
VAWA Resident Notice – Russian  
VAWA Resident Notice – Korean  
Personal Declaration – Spanish  
Personal Declaration – Russian  
Personal Declaration – Korean  
Personal Declaration – Chinese

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<sup>1</sup> 24 CFR 100.5

<sup>2</sup> If a unit become uninhabitable due to conditions caused by the resident, any member of the resident household, or the resident’s guests, will be addressed through the lease violation process and the resident shall not have the rights set forth above, or if the cause for the conditions is determined after the transfer, the HA may still terminate tenancy.

<sup>3</sup> Such transfers may be initiated after the HA receives input from local law enforcement. In considering whether to initiate such transfers, the HA will take account the circumstances creating the risk of violence and make a determination in the best interest of the resident and the HA.

<sup>4</sup> Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms.