

**HANSON HOUSING
AUTHORITY ADMISSIONS
AND CONTINUING
OCCUPANCY POLICY**

Adopted by the Board of Commissioners on August 9, 2012

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Hanson Housing Authority

Admissions and Continued Occupancy Policy

This Admissions and Continued Occupancy Policy (ACOP) is the policy of the Board of Commissioners of the Hanson Housing Authority (HHA) governing Public Housing occupancy in property the HHA owns. The ACOP sets forth the Board's mandatory requirements for performing occupancy-related work and can be revised only by Board resolution and, if the revision is significant, by amending the Annual Plan.

I. Nondiscrimination

A. Complying with Civil Rights Laws

1. Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in operating its programs. It is the policy of the Hanson Housing Authority (HHA) to comply with all Civil Rights laws now in effect and subsequently enacted, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;
- b. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination; Executive Order 11063,
- c. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
- d. Age Discrimination Act of 1975;
- e. Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units.)
- f. Any applicable State laws or local ordinances.

The HHA shall not discriminate because of race, color, sexual orientation, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, that is part of a development under the HHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD.

B. Reasonable Accommodation

1. HHA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodation" to eligible applicants and residents if they or any family member have a disability. **A qualified individual must, however, be able to meet the essential obligations of tenancy as described herein.**
2. A reasonable accommodation is some modification or change HHA can make to its apartments, buildings, or methods and procedures that will assist an otherwise eligible applicant with a disability to

comply with HHA regulations and take full advantage of and use HHA's programs, including, those that are operated by other agencies in HHA-owned public space.

An accommodation is not reasonable if it:

- Causes an undue financial and administrative burden; or
- Represents a fundamental alteration in the nature of HHA's program or their eligibility criteria.

3. Facilities and programs used by applicants and residents shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities.

4. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. All documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that communication is understandable by persons with disabilities are described in the Procedure on Civil Rights and Disability Rights.

5. Examples of reasonable accommodations include, but are not limited to:

- a. Making alterations to a HHA apartment to make it fully accessible so it can be used by a person in a wheelchair;
 - b. Transferring a resident who needs a fully accessible unit from an apartment that is not accessible to an apartment that is accessible;
 - c. Widening the door of a community room or public restroom so a person in a wheelchair may use the facility;
 - d. Adding or altering apartment or building features so they may be used by a family member with a disability, including, but not limited to:
 - Installing strobe-type flashing light smoke detectors for a family with a hearing impaired member;
 - Adding structural grab bars in the bathroom;
 - Changing the doorknobs to lever-type door handles;
 - Installing a magnifier over the thermostat;
 - Switching the bathtub to a shower;
 - Lowering the peephole on the door.
- Permitting a family to have a large dog to assist a family member with a disability in a HHA family development where the size of dogs is usually limited;

- Making sure that HHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to:
- Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with HHA staff;
- Using personal visits, interviews or telephone calls to convey information to an applicant or resident who cannot read;
- Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with HHA staff;
- Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with HHA if the individual desires such representation;
- Permitting an outside agency or individual to assist an applicant with a disability to meet the HHA's applicant screening criteria.

e. To meet the standard of HUD's definition of "Qualified Individual with a Disability" a family head or other member with a disability must still be able to meet essential obligations of tenancy. They must be able

- to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
- to care for and avoid damaging the apartment and common areas;
- to use facilities and equipment in a reasonable way;
- to create no health, or safety hazards, and to report maintenance needs;
- not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- not to engage in prohibited criminal activity or disruptive behavior in violation of the Lease Agreement that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff;
- not to engage in drug-related criminal activity; and
- to comply with necessary and reasonable rules and program requirements of HUD and the HHA,
- If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, HHA will, as a reasonable accommodation, make a referral to an individual or agency that may be able to provide such assistance.

- If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation, HHA may terminate the lease.
- An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time.
- If an applicant or resident would prefer not to discuss his/her disability with the HHA, that is his/her right.

C. Providing Information in Languages other than English for persons with Limited English Proficiency

1. From time to time, HHA will survey applicants and residents to track the languages in which they are most proficient and to determine the languages into which HHA materials should be translated.
2. All documents commonly used by applicants and tenants will be available in both English and Spanish versions.
3. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants and residents shall be available in any language spoken by the greater of five percent of the eligible population of Hanson² or 1000 applicants/residents. This includes documents related to registration, intake, marketing, outreach, certification, reexamination and inspections.
4. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with HHA. When an applicant or resident needs interpreter services and a staff member of the Authority speaks the language needed, the staff member may provide translation services.

II. Eligibility for Admission and Processing of Applications

A. Affirmative Marketing

1. HHA will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs and characteristics of families on the waiting list. HHA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.

B. Qualifying for Admission

HHA policy shall admit **only** applicants who are qualified according to all the following criteria:

- a) Are a family , as defined in this policy;
- b) Meet HUD requirements on citizenship or immigration status;
- c) Have an Annual Income at the time of admission that does not exceed the income limits per family size posted in HHA offices.
- d) Provide documentation of Social Security numbers for family members age 6 or older, or certify that they do not have Social Security numbers;
- e) No assistance will be provided to any single person who:
 - Is enrolled as a student in an institution of higher education, and
 - Is under the age of 24,
 - Is not a veteran of the United States Military service,
 - Is unmarried,
 - Does not have a dependent child,
 - Is not a person with disabilities,
 - Is not individually eligible or has parents who, individually or jointly, are not eligible on the basis of income to receive Section 8 assistance.

C. Establishing and Maintaining the Waiting List

1. HHA shall administer its waiting list as required by HUD's regulations.
2. HHA will periodically update each waiting list sublist by contacting all applicants in writing.
3. If an applicant's preference status changes while on the waiting list, the applicant's position on the list will be adjusted.

D. Processing Applications for Admission

1. HHA will accept and process applications in accordance with applicable HUD Regulations. Except for qualification for preferences, HHA will assume that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified in accordance with HUD requirements later in the application process.

2. Every application file for admission to public housing shall include application control number assigned by a random lottery; applicant's race and ethnicity; eligibility determination; when eligible, the apartment size(s) for which eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or refused.

3. The following information will be verified to determine qualification for admission to HHA's housing:

- a) Family composition, demographics and type (Elderly/Disabled/Near elderly /Non-elderly)
- b) Annual Income
- c) Assets and Asset Income
- d) Deductions from Income
- e) Preferences
- f) Social Security Numbers of all family members⁶
- g) Applicant Screening Information (including criminal history)
- h) Citizenship or eligible immigration status
- i) Enterprise Income Verification (using Federal databases) or third party written, faxed or electronic verification are the required form of documentation. Any other form of verification requires a note to the file explaining its use.

E. The Preference System

As of October 8, 2015 the HHA has opted to implement the local preference option.

Sorting among applicants ranking equally will be by a sequence drawn in a random lottery.

1. Factors that affect selection of Applicants

a. Accessible units: For accessible units, resident and applicant families that include a member with a disability who is verified to need the features of such units shall be given preference for admission over a family that does not include a member with such a disability. Further, persons needing more features of a specific unit will be given preference over persons needing fewer features of the units available.

b. Income targeting: In accordance with the requirements of the Quality Housing and Work Responsibility Act of 1998, at least 40 percent of admissions in every year shall be families of Extremely Low Income (as defined in Chapter XII, Definition of Terms). To ensure that this target is achieved, applicants shall be combined in groups of ten. The first four families admitted in each such group shall be extremely low income families (even if this means skipping over higher income applicants). The next six families can be in any income group, including Very Low Income and Lower Income.

F. Screening Applicants for Admission

1. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, HHA requires applicants to demonstrate ability to comply with the essential provisions of the lease:

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

2. HHA will determine each applicant family's ability to comply with the essential lease requirements.

- a. Any costs incurred to complete the application process and screening will be paid by HHA.
- b. Applicants who owe money to HHA or any other housing authority will not be placed on the waiting list until their debt is paid in full.
- c. The HHA is **required** to reject the applications of certain applicants for criminal activity or drug abuse by family members unless one of the mitigating factors listed below is applicable to the family:
 - a) The HHA will reject any applicant for five years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the HHA may admit the household if the HHA determines that
 - b) The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the applicable presiding Court jurisdiction.
 - c) The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).

- d) The applicant household will not include the member involved in drug-related criminal activity

3) The HHA is **required** to reject the application of a household if the HHA determines that:

- a) Any household member is currently engaging in illegal use of a drug; or
- b) For purposes of this section a household member is “currently engaged in” the criminal activity if the person has engaged in the behavior recently enough to justify a belief that the behavior is current
- c) HHA must be able to show a relationship between the applicant household member’s abuse of alcohol and behavior that threatens the health, safety, or right to peaceful enjoyment of other residents.
- d) Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for HHA to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.
- e) The HHA has reasonable cause to believe that a household member’s illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
- f) Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or
- g) Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program; or
- h) Any member of the household’s abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

4. In addition to the HUD-required rejections for criminal activity, HHA will reject applicants if HHA determines that

- a. Any household member has a history of criminal activity in the past five years that involves drug related criminal activity, crimes of physical violence to persons or property or any criminal acts which would adversely affect the health, safety or welfare of other tenants;

- b. Drug related criminal activity means the illegal manufacture, sale, distribution, use, or possession of a controlled substance.
 - c. Crimes of physical violence to persons or property would include but not be limited to homicide, murder, destruction of property, vandalism, criminal mischief, arson , , threats, harassment, assault, fighting, domestic violence, , sexual assault and attempts and/or conspiracies thereof.
 - d. Criminal acts that would adversely affect the health, safety or welfare of other tenants include but are not limited to: burglary, robbery, theft, weapons offenses, criminal conduct involving minors and home invasion
 - e. The applicant is applying to a property that has tenant-paid utilities and the applicant is unable to get utilities connected in his/her own name.
5. An applicant's misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition, criminal history or rent will result in rejection.
6. Applicants must be able to demonstrate the ability and willingness to comply with the terms of HHA's lease, either alone or with assistance that they can demonstrate they will have at the time of admission.10 Availability of assistance is subject to verification by HHA. .
7. Screening applicants who claim mitigating circumstances
- a) If negative information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). In a manner consistent with HHA's policies, procedures and practices referenced in 24 CFR §960.203(b), consideration may be given to factors that might indicate a reasonable probability of favorable future conduct.
8. Qualified and Unqualified Applicants
- b) Qualified families will be notified by HHA of the approximate date of admission insofar as that date can be determined, however the date stated is an estimate and does not guarantee that applicants will be housed by that date.
 - c) Unqualified applicants will be promptly notified by a Notice of Rejection from HHA, stating the basis for such determination and offering an opportunity for informal hearing. At the Informal Hearing the applicant can offer information about mitigating circumstances or mistakes in fact upon which HHA's decision was based. Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process.
 - d) Applicants known to have a disability who are eligible but fail to meet the Selection Criteria will be offered an opportunity for a second meeting to determine whether mitigating

circumstances or c reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

G. Occupancy Guidelines

1. Apartments shall be occupied by families of the appropriate size. This policy maintains the usefulness of the apartments, while preserving them from excessive wear and tear and underutilization.

Minimum and Maximum-Number-of-Persons-Per Unit Standard

Number of Bedrooms Min Persons/Unit Max Persons/Unit

	(Largest Unit Size)	(Smallest Unit Size)
0BR	1	1
1BR	2	1
2BR	4	2
3BR	6	3
4BR	8	5
5BR	10	7

2. The following principles govern the size of apartment for which a family will qualify. Generally two people are expected to share a bedroom. Units will be so assigned that:

- a. Children age four and under share a bedroom with any other child or a parent, regardless of age or sex;
- b. Two children between the ages of five and seventeen of the same sex share a bedroom;
- c. Two children between the ages of five and seventeen of the opposite sex do not share a bedroom, although they may do so at the request of the family.
- d. Adults (over age eighteen) of the same sex share a bedroom;
- e. Adults (over age eighteen) of opposite sexes who are spouses or co-heads share a bedroom;
- f. Adults (over age eighteen) of opposite sexes who are not spouses or co-heads of household do not share a bedroom although they may do so at the request of the family.

- g. A single head of household parent shall not be required to share a bedroom with his/her child over age four, although they may do so at the request of the family.
- h. Exceptions to the largest permissible apartment size may be made in case of reasonable accommodations for a person with disabilities.
- i. An unborn child will be counted as a person in determining apartment size.

In determining apartment size,

- a) HHA will count for unit size determination a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school, so long as the family can document that the child will be living with the family.
- b) A live-in aide may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
- c) One bedroom units in designated elderly properties will be leased first to couples or single persons with live-in aides.
- d) HHA reserves the right to relax these Occupancy Standards at hard-to-lease properties.
- e) The Local Housing Code of two persons per bedroom is the standard for the smallest apartment a family may be offered.¹¹
- f) The largest apartment size that a family may be offered would be one bedroom per family member, considering family size and composition.
- g) ¹¹ Individual apartments with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.

III. Tenant Selection and Unit Assignment Plan

A. Organizing the Applicant Waiting List

The following provisions set forth the procedures for managing the HHA's federal waiting list(s), placement of applicants on the waiting list(s), and the assignment of vacant units to persons on the waiting list(s) in a uniformly nondiscriminatory basis without respect to race, color, sex, national origin, ethnicity, handicap, disability, or familial status.

The HHA maintains waiting lists for its federal public housing programs by bedroom size.

The HHA accepts applications to its family developments based on the use of a random lottery system. The HHA will draw all applications from the lottery pool in a public forum. These lists are open generally only during the period defined by the lottery procedures and reopen when the HHA determines that there is not an adequate pool of applicants for available units.

1. Opening the Waiting List(s)

The HHA will provide public notice in advance of opening a waiting list to ensure that families are aware that they may apply for federal public housing. The HHA will publish the notice in the Brockton Enterprise, in available minority media of general circulation, and to local organizations that service low and moderate income families. The HHA will also provide written notice in the lobbies of the HHA and Town of Hanson offices.

The notice shall state clearly the method of selection, where and when to apply, and will set forth any limitations on who may apply. When opening a waiting list using the random lottery, the notice shall set forth a description of the lottery selection process.

2. Closing the Waiting List(s)

If the HHA determines that the existing waiting list contains an adequate pool for use of available program funding, the HHA may stop accepting new applications or may accept only applications meeting criteria adopted by the HHA.

3. Updating and Reclassification of the Waiting List(s)

The HHA will update and reclassify all applications on file on its waiting lists on a biannual basis to ensure that the pool of applicants on the waiting list reasonably represents families who are interested in applying for federal public housing.

The HHA will contact applicants on the waiting list to confirm that they are still interested in participating in the program for which application was made. The HHA will also request that the applicant family update information regarding address, family composition, income category and claimed preferences to ensure that the applicant is still preliminarily eligible and that the preference and priority status remain the same. The HHA will request that applicants respond within a timeframe set forth in the letter and shall indicate that failure to respond may result in the removal of the family from the waiting list. In the event that the applicant does not respond within the timeframe and/or attend a scheduled appointment at the HHA, the family shall be removed from the waiting list.

The HHA will grant a reasonable accommodation for an applicant with a disability who is removed from the list for failure to respond to the HHA's request for information or update due to the disability if the applicant requests such accommodation in writing and the HHA determines that the requested accommodation is reasonable. Under these circumstances, the HHA shall reinstate the applicant to his/her former position.

An applicant may at any time withdraw his/her application.

B. APPLICANT PLACEMENT ON THE WAITING LISTS

1. Place on the waiting list determined by the sequence drawn in the random lottery.
2. Type and size of apartment needed and selected by the family
3. Applicant preference, if any.

C. Making Unit Offers to Transferees and Applicants

- a) Certain types of transferees will receive offers of housing before applicants from the waiting list.
- b) In all offers HHA shall not discriminate on grounds of race, color, sex, religion, sexual orientation, national origin, disability or familial status.
- c) Specifically, the following order of offers applies:
- d) Emergency transfers;
- e) Administrative transfers in the following category order:
 - Priority 1: HHA actions that require a unit to be vacated. Such actions could include renovation, revitalization, demolition or disposition of the building or complex;
 - Priority 2: Reasonable accommodations for residents with disabilities
 - Priority 3: Unit too large or too small for resident family
- f) New Admissions from the waiting list;
- g) Resident-initiated transfers

The first qualified applicant or transferee in sequence on the waiting list is made one offer of an apartment of appropriate size and type. An applicant/transferee must accept the vacancy offered or be removed from the waiting list unless the applicant refuses the offer with Good Cause.

HHA will first match the apartment available to the highest ranking applicant for an apartment of that size, type and special features (if any). If two applicants need the same type and size of apartment, the applicant with the earliest date and time of application will receive the earlier offer.

When application processing is delayed because of missing verifications, a family's application will be suspended until the necessary verifications are received. This means that a person who is lower on the waiting list may receive a unit offer before a person who is higher on the waiting list. As soon

as the necessary verification(s) are received, the suspended application will be placed back on the waiting list in its former position.

The applicant must accept any apartment offered within 5 working days of the later of

- the date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities); or
- the date they are shown the apartment.

If the applicant does not accept the unit offer within 5 working days, they will be removed from the waiting list.

All offers made over the phone will be confirmed by letter. If unable to contact an applicant by phone or first class mail, HHA will send a certified letter, return receipt requested.

If more than one apartment of the appropriate size and type is available, the first apartment to be offered will be the apartment that is or will be ready for move-in first. If two units are ready for move-in on the same day, the first apartment to be offered will be the apartment that became vacant first.

C. Accessible Units

1. Before offering an accessible apartment to a non-disabled applicant, HHA will offer such units:

- First, to the current public housing resident having a disability that requires the greatest numbers of the special features of the vacant apartment.
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the greatest number of special features of the vacant apartment.

2. When offering an accessible/adaptable apartment to a non-disabled applicant, HHA will require the applicant to agree to move to an available non-accessible apartment within 30 days when a current resident or an applicant with a disability needs the apartment. This requirement is also reflected in the lease signed with the applicant.

3. If an applicant family includes a member with a visual or hearing impairment, the HHA will retrofit the unit to be offered to the family to make it fully accessible considering the family member's disability.

D. Transfers

HHA has three possible types of transfers: Emergency, Administrative and Resident-Initiated.

- a. Emergency and Administrative transfers take precedence over admissions.
- b. Tenants on the transfer list may refuse transfer offers for "good cause" reasons without losing their position on the transfer list.

- c. Tenants who refuse a transfer offer without good cause may be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination.
- a) 4. Tenants may use the HHA Grievance Procedure if they are refused the right to transfer or if HHA is requiring them to transfer and they do not want to do so.
- b) A family may be eligible to move to a new unit if a household member is a victim of domestic violence, dating violence, or stalking, as those terms are defined by statute and regulation, and the move is necessary to protect the health or safety of the family member, other residents or staff.

IV. Leasing Policies

A. General Leasing Policy

- a. Apartments will be leased without regard to race, religion, sex, age, sexual orientation, national origin, disability or family status.
- b. All public housing units must be occupied by families whose sole residence is the public housing apartment.
- c. All units must be occupied pursuant to a signed HHA lease that complies with HUD regulations.
- d. HHA will not offer nor move a family into an apartment that does not meet basic standards of habitability, including HUD occupancy standards.
- e. The lease shall be signed by the head of household, his/her spouse, and all other adult members of the family and by the Executive Director or other authorized representative of HHA, prior to actual admission
- f. The manager shall provide an explanation of the lease provisions either prior to move-in or at the time of move-in.
- g. Changes in family composition, income or family status between the eligibility interview and leasing will be processed by the Occupancy Department or site staff. Changes after leasing will be processed by the Manager.
- h. Non-refundable pet fees (public housing units) are in addition to the security deposit.
- i. If a resident transfers from one HHA apartment to another, a new lease will be executed for the dwelling into which the family moves.
- j. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

- A new lease agreement will be executed, or
 - A Notice of Rent Adjustment will be executed, or
 - An appropriate rider will be prepared and made a part of the existing lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of HHA.
- c) At the time of leasing the new resident will receive a copy of the HHA Lease and all applicable attachments:
- Pet Policy
 - Community Service Policy
 - Applicable City Ordinances (if applicable).
 - Other lease attachments as stipulated in the Lease.
- d) If, at any time, the head of household dies or leaves the unit for any reason (Institutionalization, forming a new household elsewhere), HHA will permit the remaining members of the family to remain in the unit so long as:
- The remaining family member(s) report the death or departure of the head within ten days of the occurrence;
 - There is still at least one member who was listed on the lease for the apartment;
 - There is at least one person who is either an adult or an emancipated minor capable of executing a lease;
- e) Residents are not permitted to allow roomers or boarders to occupy their apartment. Violation of this provision is grounds for lease termination;
- f) Residents are not permitted to allow a former resident of HHA who has been evicted to occupy their unit. Violation of this provision is grounds for lease termination.
- g) Residents must advise HHA if they will be absent from the apartment for more than 7 days. Residents shall notify the manager, secure the apartment and provide a means for HHA to contact the resident in an emergency. Failure to advise HHA of an extended absence is grounds for termination of the lease.

B. Showing Units Prior to Leasing

Applicants may have an opportunity to see the unit being offered or a similar sample unit before they accept the offer and lease the apartment.

C. Additions to and Deletions from the Resident Family and Household

- Only persons listed on the most recent certification form and lease, or added in accordance with law, shall be permitted to occupy a dwelling unit.
- Generally HHA will approve the addition of a family or household member when that individual passes screening and does not overcrowd the family in the unit they currently occupy.
- Residents who permit unauthorized individuals to occupy their units are subject to lease termination and eviction.

D. Visitors

- Visitors are permitted in a dwelling unit so long as they have no previous history of behavior on HHA premises that would be a lease violation. A list of individuals not allowed (trespassed) to return to the property for any reason will be maintained for public view in the administrative office
- In family properties a guest may visit for a total of 14 days in any twelve month period.
- In mixed population properties a guest may visit for a total of 14 days in any twelve month period.

E. Community Service Policy

As part of the Quality Housing and Work Responsibility Act of 1998, Congress imposed a requirement that all adult household members of federally funded public housing, unless exempted, must perform community service activities or participate in an economic self-sufficiency program to remain eligible for public housing assistance. Therefore, the federal public housing law requires that all non-exempt households must comply with the following Service Requirement:

- Contribute eight (8) hours per month of community service (not including political activity); or
- Participate in an economic self-sufficiency program for eight (8) hours per month; or
- Perform eight (8) hours of the combined community service and self-sufficiency activities.

1. The following households are exempt from the Community Service requirement:

- a) Household members who are under eighteen (18) years of age are exempt. The following household members over the age of eighteen are also exempt from this requirement:

- b) Household members who are sixty (60) years of age or older.
- c) Household members who are blind or disabled as defined in the Social Security Act (Section 216(i)(1) or Section 1614 of the Social Security Act (42 USC 416(i)(1); 1382c).
- d) Household members who are the primary care giver of a blind or disabled individual, as defined above.
- e) Household members who are engaged in a work activity. Work activities include but are not limited to the following:
- Unsubsidized employment; subsidized private sector employment;
 - Subsidized public sector employment;
 - Work experience, including work associated with refurbishing; publicly assisted housing, if sufficient private sector employment is not available;
 - On-the-job training;
 - Job search and job readiness assistance;
 - Community service programs;
 - Vocational educational training directly related to employment;
 - Job skills training directly related to employment;
 - Education directly related to employment for a household member who has not received a high school diploma or a certificate of high school equivalency;
 - Satisfactory attendance at a secondary school or higher;
 - Satisfactory attendance in a course of study leading to a certificate of general equivalence for a household member who has not completed high school or received such a certificate; or
 - The provision of childcare services to an individual who is required to fulfill the Service Requirement.
- f. Household members who meet the requirements for being exempted from work activity under Part A of Title IV of the Social Security Act (42 USC Section 601 et seq.) or under any other state welfare program, including a State-administered welfare-to-work program and who has not been found in non-compliance with that program by the State or other administering entity.

V. Transfer Policy

A. General Transfer Policy

1. Transfers are made without regard to race, color, sexual orientation, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.
2. Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.
3. Residents will receive one offer of a transfer. 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.
4. There is no notice requirement for emergency transfers. All other categories of transfers will be given the appropriate amount of notice required by the laws of the Commonwealth of Massachusetts.

B. Types of Transfers

1. The order in which families are transferred shall be as set forth below.
 - a. Emergency Transfers are mandatory when HHA determines that unit or building conditions pose an immediate threat to resident life, health or safety or to resolve problems of a life-threatening nature that are not related to building or unit conditions.
 - HHA is not required to give prior notice of an Emergency Transfer;
 - Emergency conditions that occur due to resident abuse or neglect will be grounds for emergency transfers, however resident will be charged for the damages caused to the apartment.
 - Refusal to make an emergency transfer is grounds for lease termination and eviction.
 - b. Administrative Transfers: These transfers shall take priority over new admissions.
 - Priority 1: Mandatory administrative transfers to permit HHA to renovate, modernize, revitalize, demolish or dispose of a public housing property;
 - Priority 2: Voluntary administrative transfers to move residents with disabilities to accessible units or units with features that accommodate their disabilities better than those in their current apartments. This category also includes mandatory transfers of tenants from accessible units even though no one in their family needs the accessibility features to regular units so that a family that needs the accessibility features can occupy the accessible unit;

- Priority 3: Mandatory transfers to move families out of units that are too large or too small for the families. Families in units that are too large shall be transferred before families in units that are too small.

c. Resident Initiated Transfers: Voluntary transfers made to lease compliant residents who have been in their current apartments for at least a year. These transfers are made according to a ratio with new admissions, and are made in the order in which qualifying residents request them. The ratio may change from time to time. HHA may suspend resident-initiated transfers to reduce the vacancy rate.

Resident may challenge any charges for damages by using the HHA Grievance Procedure

Whenever feasible, transfers will be made within a resident's area or other location of the resident's choice. Emergency transfers due to resident abuse or neglect shall be at the discretion of HHA to any available unit within occupancy guidelines.

C. Priorities for Transfers

1. Transfers will be sorted into their appropriate categories by the HHA Management staff. Offers of apartments will be made in the following order:

a. Emergency transfers;

b. Administrative transfers in the following category order:

- Priority 1: HHA-initiated transfers to permit construction or revitalization
- Priority 2: Reasonable accommodations for residents with disabilities
- Priority 3: Over-housing and Overcrowding
- Priority 4: Income tier transfers from tax credit properties

c. New Admissions from the waiting list;

d. Resident-initiated transfers

D. Residents in Good Standing

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 other family members and guests under the resident's control:

- a) Are current on rent without unpaid balance at any time in the past year or current on a repayment agreement;
- b) Are current on utility payments to HHA or to utility supplier or are current with any repayment agreement with the HHA or utility supplier;

- c) Are in compliance with the terms of the lease and any additional terms required to be added to that lease by Federal law. Violations of the lease must be documented by notices of lease violations or other evidence.
- d) Meet reasonable housekeeping standards and have no housekeeping lease violations as documented by housekeeping inspection reports or work orders reflecting a pattern of damage caused by poor housekeeping; and
- e) Have not destroyed, defaced, damaged or removed any part of an apartment or the development as documented by housekeeping inspection reports or work orders reflecting a pattern of damage or abuse.

2. Exceptions to the good record requirements may be made for emergency transfers or when it is to HHA's advantage to make the transfer.

3. Absent a determination of exception, the following policy applies to transfers:

- a. If back rent or other charges is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, no transfer shall be made until the back rent and any delinquency for other charges are paid in full.
- b. A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

E. Cost of Transfers

1. HHA will pay the cost of transfers it initiates and reasonable accommodation transfers but not those due to changes in family size (overcrowding and over housing), change in income tier, or requests by the family;

2. Transfers in connection with modernization or revitalization will include moving expenses including the cost of disconnecting and reconnecting utilities.

VI. Annual Reexaminations of Income and Family Circumstances

A. Eligibility for Continued Occupancy

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

- 1. Qualify as a family as defined by HUD regulations.
- 2. For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease and is otherwise eligible. Remaining family members can also include court recognized emancipated minors under age 18

2. Are in full compliance with the family/resident obligations and responsibilities as described in the dwelling lease.
3. Family members each have Social Security numbers or have certifications on file indicating they have no Social Security number.
4. Meet HUD standards on citizenship or immigration status or are paying a pro-rated rent
5. Who are in compliance with the 8 hour per month Community service requirements, if applicable.

B. Remaining Family Members and Prior Debt

1. If the head of household dies or leaves the unit, continued occupancy by remaining family members is permitted only if:
 2. The family reports the departure (or death) of the head of household within 10 days of the occurrence; and
 3. The family includes an eligible member who can pass screening and is either of legal age to execute a lease or is a Court recognized emancipated minor; and
 4. The new head of household signs a new lease within 10 days of the departure of the former head.
5. Remaining family members age 18 years or older will be responsible for arrearages incurred by the former head of household.
6. HHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18.

C. Reexaminations

1. Regular reexaminations: HHA shall, at least once a year, re-examine the family composition and incomes of all resident families, except that families paying Flat Rent shall have their incomes reexamined only every three years
2. A special reexamination shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a head of household.
3. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have a stable income. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income.
4. If HHA is terminating the lease of a resident when the resident is scheduled for reexamination, the reexamination will be completed but a new lease will not be executed.

5. If HHA prevails in the lease termination action, a new lease will not be executed, and the resident will be evicted;

6. If the resident prevails in the lease termination action, a new lease will be executed.

7. Action Following Reexamination: If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment will be issued.

a. If any change in the apartment size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate apartment when one becomes available.

b. The Notice of rent adjustment will include the current rent, the new rent, the date when the new rent takes effect, the reason for the rent adjustment, and the fact that the resident has the right to request a Grievance hearing if he/she disagrees with or does not understand the new rent.

8. Effective Date of Adjustments

a. Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

b. Rent decreases go into effect the first of the month following the report of a change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.

c. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first day of the following month.

d. Rent increases due to misrepresentation, or failure to report a change, are retroactive to the first of the month following the event that was misrepresented or not reported.

VII. Interim Rent Adjustments: Modified Fixed Rent System

A. Adjusting Rent between Regular Reexaminations

1. Residents are required to report all changes in family composition or status to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. Residents are also required to report interim increases in income if they have been granted interim rent reductions or have previously reported zero income.

2. HHA will process interim changes in rent in accordance with the chart below:

INCOME CHANGE

- | | |
|---|--|
| (a) Decrease in income for any reason, except for decrease that lasts less than 30 days or is subject to Imputed Welfare Income rules ¹⁸ . | • HHA will process an interim reduction in rent if the income decrease will last more than 30 days. |
| (b) Increase in income following HHA granting of interim rent decrease. | • HHA will process an interim increase for income increases that follow interim rent reductions. |
| (c) Increase in earned income from the employment of a current household member. | • HHA will either conduct an Interim Redetermination if the person's income has increased by at least \$200 per month, or, if the individual is eligible for an earned income disallowance, grant the disallowance; otherwise the rent increase will be deferred until the next regular reexamination. |
| (d) Increase in unearned income (e.g. COLA adjustment for social security). | • HHA will conduct an Interim Redetermination only if the person's income has increased by at least \$200 per month, otherwise the rent increase will be deferred to the next regular reexamination. |
| (e) Increase in income because a person with income (from any source) joins the household. | • HHA will conduct an Interim Redetermination of the family's income and process any change to rent. |
| (f) Increase in monetary or non-monetary income after Resident claimed zero income | • HHA will process an interim change to rent. |

3. HHA will process an interim increase in rent only if

- a. the resident has misrepresented or failed to report facts upon which rent is based, so the rent the Resident is paying is less than it should have been¹⁹; or
- b. the resident's income increases after the resident was granted an interim decrease in rent; or

- c. the resident reported zero income and has a verified increase in income (which may be a non-monetary contribution).
- d. the resident has an increase in earned or unearned income of \$200 per month or more, or
- e. a person with income joins the household;

4. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the HHA

5. HHA will process interim decreases in rent as follows:

- a. When a decrease in income is reported, and HHA verifies that the decrease will last less than 30 days, an interim adjustment will not be processed.
- b. Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

6. Residents granted a reduction in rent are required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until income increases or it is time for the next regularly scheduled reexamination, whichever occurs first.

7. If residents experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:

- a. Welfare department has reduced the grant because of welfare fraud; or
- b. Welfare department has reduced the grant because the family failed to comply with economic self sufficiency requirements.

8. If a resident challenges the welfare department's reduction of their grant, an interim reduction in rent will be processed until the matter is settled by the welfare department.

9. If the welfare department upholds the grant reduction, the resident shall owe a retroactive rent on the interim rent reduction granted.

C. Effective Date of Rent Adjustments

Residents will be notified in writing of any rent adjustment, including, the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the report of a change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.

2. Rent increases (except those due to misrepresentation or failure to report) require 30 days notice and become effective the first of the following month.

D. Earned Income Disallowances

1. If a resident goes to work or has new or additional earned income and qualifies under one of the following three criteria, that individual will receive an Earned Income Disallowance (EID) as described below:

- a. Goes to work after having been unemployed for at least twelve months, or goes to work after having earned less in the last 12 months than would be earned working ten hours per week for a fifty week year earning minimum wage; or
- b. Receives new or increased earned income during participation in an education, job training, or other economic self sufficiency activity; or
- c. Receives new or increased earned income within six months of having received a cash benefit or in-kind services funded through the program of Temporary Assistance to Needy Families. If an in-kind benefit (child care, clothing or transportation subsidies for example) was received it must be worth at least \$500 in the past six months.

2. During the first 12 months after the date when the resident qualified for the EID, the resident's rent will not be increased because of the new earned income. Rent during this period will be based on the resident's income before qualifying for the EID plus any increases in unearned income that may occur after qualifying for the EID.

3. During the second 12 months after the date the resident qualified for the EID, the resident's rent will be increased by an amount equal to fifty percent of what the increase would be if not for the EID.

4. The disallowance periods described in number 3 and 4 above only occur while the resident is employed. If the resident stops working for any reason the disallowance stops and resumes again when the resident goes back to work.

5. Even if the full 24 months of disallowance (12 months of full disallowance plus 12 months of 50% disallowance) have not been used, the EID will terminate 48 months from the date when the resident first qualified for the EID.

6. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if he/she qualifies as described under number 1 above.

7. No one receives more than one EID in a lifetime.

8. Residents may qualify for a retroactive EID if all the following are true:

- a) The residents had new or increased earned income and qualified for an EID after 10/1/99; and
- b) The resident reported the increased income; and
- c) HHA increased the resident's rent; and
- d) The resident paid the increased rent.

9. Before the amount potentially owed to a resident for a retroactive rent credit is determined, any amounts owed to HHA by the resident shall be deducted.

10. If a resident qualifies for a retroactive EID as described in "8" above, he/she shall be entitled to the choice of a payment of the retroactive amount due as calculated above, or a prospective rent credit.

VIII. Lease Termination Policies

A. General Policy: Lease Termination Either HHA or the Resident may terminate tenancy at any time in accordance with all applicable Federal, State and local laws and the lease terms.

B. Resident-initiated Lease Terminations

1. Resident may terminate tenancy by providing 30 days written notice to HHA or property manager in accordance with HHA Procedure on Resident-Initiated Lease Terminations.

C. HHA-initiated Lease Terminations

1. HHA or its manager shall terminate the lease only for:

- a) Serious or repeat violations of the material terms of the lease such as the following:
 - 1. Failure to make payments due under the lease;
 - 2. Failure to fulfill Tenant/family obligations under the lease;
 - 3. Being over the income limit for the program

4. Other good cause. Other good cause includes but is not limited to the following:

- b) Criminal activity or alcohol abuse;
- c) Discovery after admission or lease renewal of facts that made the tenant ineligible;
- d) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or reexamination of eligibility;
- e) Failure to comply with the community service requirements

2. The Manager shall give written notice of proposed lease termination in the form required by the lease and applicable regulations in English, or Spanish, or, in the case of a resident with disability, in the format requested by the resident.

3. In accordance with the lease and grievance procedure, HHA shall notify Resident in the lease termination notice of Resident's grievance rights if the lease termination is subject to the Grievance Procedure.

4. HHA is sensitive to the possibility that certain actions of a resident may be related to or the result of domestic violence, dating violence or stalking and will offer a resident in this situation an opportunity to certify to such facts. The Violence Against Women Act protects individuals who are the victims of such crimes and misdemeanors from lease termination and eviction for criminal activity related to their victimization. Victims have 14 days to certify (on HUD form 50066) or provide other documentation of their status.

5. If a non-exempt member of a resident family fails to comply with the 8 hour per month Community Service requirement, the entire family may be subject to lease termination. In such cases the resident and the Authority may enter into a contract to make up the delinquent service hours within the 12 months following the period for which hours are delinquent. If, at any time during this period, the individual fails to perform both the current and delinquent hours agreed to, the Authority will terminate tenancy.

D. Notification Requirements

1. The Authority's written Notice of Lease Termination will state the reason for the proposed termination, the section of the lease violated, the date the termination will take place and will offer the resident all the rights and protections provided by the regulation and this policy.

2. The Notice of Termination may run concurrent with any Notice to Vacate or other notification required by State law.

3. Notices of lease termination may be personally served on a member of the tenant household who is at least 18 years old or may be mailed by certified or first class mail.

4. When the Authority terminates the lease, written notice will be provided as follows:

a. 14 days prior to termination for failure to pay rent;

b. 3 days prior to termination, consistent with the exigencies of the situation in cases of violent or drug related criminal activity;

c. At least 30 days prior to termination in all other cases.

E. Eviction Actions

1. HHA may evict a resident from the apartment only by bringing a Court action.

2. If HHA files an eviction action against a resident, the resident will be liable for Court costs, including attorney's fees, unless the resident prevails in the action;

3. HHA is not required to prove that the resident knew or should have known that a family member, household member, guest, or other person under the resident's control was engaged in the action that violated the lease.

4. In deciding whether to evict for criminal activity, HHA may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effect that the eviction would have on family members not involved in the proscribed activity.

5. In appropriate cases, HHA may permit continued occupancy by remaining family members and may impose a condition that the family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit.

6. HHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit as prescribed in Section II.

7. HHA will require that the remaining family members live in strict compliance with the lease and that the family be placed on probation for an appropriate period of time.

8. Once an eviction occurs, the HHA shall notify the Post Office that mail should no longer be delivered to the tenant at the dwelling unit.

F. Record keeping Requirements

1. A written record of every termination and/or eviction shall be maintained by HHA, and shall contain the following information:

- a. Name of resident race number and identification of apartment occupied;
- b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- c. For lease terminations for criminal activity, a note in the file with the date, case number and source of information relating to the Notice of Arrest or Notice of the Incident
- d. For "cause" lease terminations, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the eviction;
- e. Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- f. Date and method of notifying resident; and
- g. Summaries of any conferences held with resident including dates, names of conference participants and conclusions;
- h. Copy of the served Termination Notice;
- i. Copy of any agreed settlement orders;
- j. Copy of any post-judgment agreements.

IX. Utilities

A. Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities:

1. In units with Resident-paid utilities, paying the utility bill in a timely manner is an obligation under the lease and failure to pay in a timely manner is a serious violation of the lease, subject to lease termination.
2. If a resident or applicant is unable to get utilities connected because of bad credit or a previous balance owed to the utility company at a prior address, the resident or applicant will not be permitted to move into a unit with resident-paid utilities.

3. When a resident makes an application for utility service in his/her own name, he or she is required to sign a third-party notification agreement so that HHA will be notified if the resident fails to pay the utility bill. Failure to procure utility service in one's own name and/or failure to sign a third-party notification agreement are serious violations of the lease, subjecting the tenant to lease termination.
4. Each resident who pays some of their own utilities will receive a monthly Utility Allowance based on the utilities that they pay directly. The utility allowance reflects a reasonable amount of utilities for the specific size and type of apartment occupied.
5. Residents who pay their utility bills directly and are paying an income-based rent have the amount of rent owed to HHA reduced by the amount of the Utility Allowance. In other words, the resident's Total Tenant Payment, less the Utility Allowance equals the Tenant Rent owed to HHA.
6. When a resident's Total Tenant Payment is less than the utility allowance, HHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance to either the tenant or the utility supplier.
7. Residents on whose behalf Utility Reimbursements are paid to the utility company are required to pay the utility supplier for any use in excess of that covered by the Utility Allowance;
8. If the resident's actual utility bill is less than the Utility Allowance, the resident receives the saving.

B. Reasonable Accommodation

1. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances, but only if there is a verified need for special equipment because of the disability.

X. Flat Rents (Public Housing only)

A. Flat Rents

1. Flat rents are market-based rents.
2. Flat rents vary by apartment size and type and also by development location.
3. Flat rents do not have a utility allowance. An apartment with resident-paid utilities should have a lower flat rent than the same apartment with project-paid utilities.
4. HHA will take the following information into account in developing its Flat rent Schedule:

- a. Rents of non-assisted rental units in the area
- b. Whether utilities are resident-paid or project-paid
- c. Size of HHA's units compared to non-assisted rental units from the neighborhood
- d. Age, type of apartment and condition of HHA's units compared to non-assisted rental units from the neighborhood
- e. Land use in the surrounding neighborhood
- f. Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/ job training programs, etc.) at HHA's properties and in the surrounding neighborhood
- g. Crime in HHA's surrounding neighborhood
- h. Quality of local schools serving the HHA development
- i. Availability of public transportation at the HHA development
- j. Availability of accessible units for persons with mobility impairments.

B. Annual Update of Flat Rents

1. HHA shall review the Flat Rent structure annually and adjust the rents as needed.
2. Flat rents may either be increased or decreased based on the market rents as described above.
3. When a resident chooses Flat rent, his/her rent shall be adjusted only at the next annual reexamination rather than at the point the Flat rent may change.

C. Choice of Rent

1. Once each year, beginning with admission and continuing at each annual reexamination, each family is offered a choice between paying the income-based rent and the Flat rent applicable to the unit they will be occupying.
2. A choice of Flat rent may only be offered at admission and annual reexamination.

D. Recertification of Families on Flat Rents

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that apartment size is still appropriate and Community Service requirements (if applicable) are met.

E. Hardship Reduction in Flat Rents

1. If a resident who opted for Flat Rent experiences a decrease in income, Management will perform an Interim Reexamination of Income.
2. If the reduction in income will last more than 30 days, Management will reduce rent to the income-based rent based on verified income information.
3. If the Resident's income rises again before the annual reexamination, the resident must pay the income-based rent until the next annual reexamination.

XI. Determining Income and Rent

A. Annual Income

HHA shall use HUD's definition of Annual Income. Should this definition be revised, HUD's definition, rather than that presented below shall be used.

Annual income is the anticipated total income from all sources, including, net income derived from assets received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in

determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;

4. If the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;

5. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];

6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);

7. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;

8. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and

9. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

B. Anticipating Annual Income

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

C. Adjusted Income

Adjusted Income (the income upon which income-based rent is based) means Annual Income less the following deductions:

For All Families

1. Child Care Expenses — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by HHA when the expense is incurred to permit education or to seek employment.

2. Dependent Deduction — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.

3. Work-related Disability Expenses — a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities 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 the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

a. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

b. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

For elderly and disabled families only:

4. Medical Expense Deduction — 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, health 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 HHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

- For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
- For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

5. Elderly/Disabled Household Exemption — An exemption of \$400 per household. See Definitions in the next section.

6. Optional Deductions/Exemptions: HHA may amend this policy and grant further deductions. Any such deduction would be noted here. HUD does not increase operating subsidy to offset additional deductions. At the time of adoption, no optional deductions are in effect.

D. Computing Income-based Rent and Choice of Rent

1. Total Tenant Payment (TTP)

- a. The first step in computing income-based rent is to determine each family's Total Tenant Payment or TTP.
- b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
- c. The result of this computation, if a positive number, is the Tenant Rent.
- d. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which is paid directly to the utility company by the HHA.

2. Total Tenant Payment (income-based rent) is the higher of:

30% of adjusted monthly income; or

10% of monthly income;

but never less than the **Minimum Rent of \$50;**

and not more than the **Flat Rent, if chosen by the family**

3. Tenant rent

a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment.

b. Where the HHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.

4. Minimum Rent

The Minimum Rent shall be \$50 per month.

5. Minimum rent hardship exemption

A hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following:

- a) The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- b) The family would be evicted as result of the imposition of the minimum rent requirements;
- c) The income of the family has decreased because of changed circumstances, including loss of employment;
- d) A death in the family has occurred;

Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the greater of 30% of Adjusted Monthly Income or 10 percent of monthly income.

6. Choice of Rent

At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income-based rent or the Flat Rent applicable to the apartment they will be occupying.

XII. Definitions of Terms Used in This Statement of Policies ACOP

1. Accessible dwelling units—when used with respect to the design, construction or alteration of an individual dwelling unit, means that the apartment is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. An apartment 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.

When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the apartment will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities.

3. 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. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility

4. 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 & degrees of disability.

5. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems.

6. Applicant – an individual or a family that has applied for admission to housing.

7. Area of Operation - Jurisdiction of HHA as described in state law and HHA’s Articles of Incorporation – the City of Houston and all unincorporated areas within five miles of the City boundaries.

8. Assets - Assets means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.” See the definition of Net Family Assets, for assets used to compute annual income.

9. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities.

10. Care attendant - a person that regularly visits the apartment of a HHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by HHA must demonstrate separate residence) and do not live in the public housing apartment. Care attendants have no rights of tenancy.

11. Citizen – Citizen (by birth or naturalization) or national of the United States.

12. Co-head of household – One of two persons held responsible and accountable for the family.

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

14. Covered Families for Welfare Benefits – Families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state or local law requires that a member of the family participate in an economic self sufficiency program as a condition for such assistance.

15. Covered Person – For the purposes of lease enforcement, covered person means a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control.

16. Dating Violence – for purposes of interpreting the Violence Against Women Act , Violence committed by a person:

- Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- 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; and (iii) the frequency of interaction between the persons involved in the relationship.

16. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student.

17. Designated Family - means the category of family for whom HHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act.

18. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with.

19. Development – The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing or subsidy determination purposes, whether or not located on a common site.

20. Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3 percent of Annual Income.

21. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly.

22. Displaced Person – A person who is displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or formally recognized pursuant to federal disaster relief laws. For purposes of redevelopment activities, a family may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of such property. These families may be entitled to specified benefits under the Uniform Relocation Act.

23. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets 24 CFR § 5.603 in this section.)

24. Domestic Violence: for purposes of interpreting the Violence Against Women Act, includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who cohabits 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.

25. Drug-Related Criminal Activity – The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug.

26. Economic Self-Sufficiency Program – Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities.

27. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly.

28. Elderly Person - A person who is at least 62 years of age.

29. Eligible Immigration Status – For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable USBCI document.

30. Emancipated Minor – A person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a HHA lease.

31. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD adjusted for family size.

32. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or other operation of law who will live together in HHA

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 HHA housing.

The term family also includes, as defined herein: Elderly family, Near elderly family, disabled family, displaced person, single person, the remaining member of a tenant family, 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 rights as "remaining family members".

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. These individuals are household members but are not family members and have no rights as "remaining family members". For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

33. Foster Adult – An adult (usually a person with disabilities) who is placed in someone's home by a governmental agency so the family can help with his/her care. Foster adults may be members of HHA households, but they have no rights as remaining family members. The income received by the family for the care of a Foster Adult is excluded from Annual Income.

34. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school.

35. Guest – For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

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

37. Immediate Family Member – for purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

38. Imputed Welfare Income – The amount of Annual Income by which a resident’s welfare grant has been reduced because of welfare fraud or failure to comply with economic self sufficiency requirements that is, nonetheless, included in Annual Income for determining rent.

39. Individual with Disabilities, Section 504 definition 24 CFR § 8.3; Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of “Person with Disabilities” as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”. Individual with disabilities means any person who has:

a. A physical or mental impairment that: substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

b. For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

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

“Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

d. The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism because these are not disabilities. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered. The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

40. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document Kinship care, which is usually accomplished through school or medical records.

41. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by HHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the apartment except to provide the necessary supportive services.

42. Lower-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller family size.

43. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of Annual Income.

44. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".

45. Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent based upon the percentage of family members who are ineligible immigrants.

46. Mixed Population Project - means a public housing project for elderly and disabled families. The HHA is not required to designate this type of project.

47. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units.

48. 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, or birth in a foreign country to a parent who is a U.S. citizen.

49. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly.

50. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability.

51. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of:

- a. Real property (land, houses, mobile homes)
- b. Savings (CDs, IRA, 401(k) or KEOGH accounts, checking and savings accounts, precious metals)
- c. Cash value of whole life insurance policies
- d. Stocks and bonds (mutual funds, corporate bonds, savings bonds)
- e. Other forms of capital investments

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 initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a 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

52. Other Person Under the Resident's Control - for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes (the pizza delivery guy) is not "under the resident's control."

53. Person with disabilities²⁰ means a person²¹ who —

- a. Has a disability as defined in Section 223 of the Social Security Act; or,

b. Has a physical or mental impairment that:

Is expected to be of long continued and indefinite duration;

Substantially impedes his/her ability to live independently; and,

Is of such nature that such disability could be improved by more suitable housing conditions; or,

c. Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5).

54. Portion of Development - includes, one or more buildings in a multi-building project; one or more floors of a development or developments; a certain number of dwelling units in a development or developments.

55. Refusal of Housing – An applicant’s choice not to accept a HHA offer of housing without good cause.

56. Rejection for Housing – HHA’s determination not to accept an applicant either because of ineligibility or failing applicant screening.

57. Qualified Individual with Disabilities, Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the HHA can demonstrate would result in a fundamental alteration in its nature.

a. Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient’s selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the HHA.

b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by the HHA as a part of the assisted program. The person may not be ‘qualified’ for a project lacking such services.

58. Service Provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.

59. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

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

61. Stalking – for purposes of interpreting the Violence Against Women Act, to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or to place under surveillance with the intent to kill, injure, harass or intimidate another person; and 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.

62. Tenant Rent - The amount payable monthly by the Family as rent to HHA. If all utilities (except telephone) and other essential housing services are supplied by the HHA, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the HHA the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance.

63. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:

The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Resident pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. See definition for Tenant Rent

64. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations,

65. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility.

66. Utility Reimbursement - Families paying Flat rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.

67. Very Low-Income Family – A very low-income family has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for family size, as determined by HUD.

68. Welfare Assistance— Welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.

69. Work Activities – As used in the HUD definitions at **24 CFR § 5.603** the term work activities means:

- a. Unsubsidized employment;
- b. Subsidized private sector employment;
- c. Subsidized public sector employment;
- d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
- e. On-the-job training;
- f. Job search and job readiness programs;
- g. Community service programs; Vocational educational training (< 12 months)
- h. Job skills training directly related to employment;
- i. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
- j. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence;
- k. The provision of child care services to an individual who is participating in a community service program.

XIII. HHA COMMUNITY SERVICE POLICY

A. Background

1. HHA is working to enable its residents to become fully economically independent. In support of this goal and HUD requirements, HHA is requiring that all non-exempt members of resident families meet monthly targets for neighborhood service or economic self sufficiency, as monitored monthly.

2. The Community Service requirement is 8 hours per month for each non-exempt adult (not for each family with a non-exempt adult).

3. Compliance with Community Service activities is monitored by monthly contact between the non-exempt resident and the Manager.

B. Definitions

1. **Community Service** - volunteer work that benefits the property or the local neighborhood includes, but is not limited to:

a. Work at a local institution, including but not limited to: school, community center, hospital, hospice, recreation center, senior center, adult day care program, homeless shelter, meals or feeding program, library or bookmobile, before- or after-school education program, or child care center, etc.;

b. Work with a non-profit organization that serves HHA residents or their children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, Garden Center, Neighborhood clean-up programs, Beautification programs, etc.;

c. Work with a community arts program involving performing arts, fine arts, visual arts or crafts including but not limited to community theater, dance, music (orchestra, voice, choir, band, small ensemble, etc.) , etc.;

d. Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Meals on Wheels, etc.;

e. Work with service programs sponsored by churches so long as they do not involve religious education or the practice of religion (e.g. a meals program for the homeless sponsored by a church and provided in the parish hall would be acceptable, teaching Sunday School would not);

f. Work with other youth, disability service or advocacy, or senior organizations;

g. Work at the property to help improve physical conditions (for example as a grounds or building captain, or on a beautification program for the building or grounds);

h. Work at the property to help with children's programs;

i. Work at the property to help with senior programs;

j. Help neighborhood groups with special projects;

k. Work through the Resident Association to help other residents with problems, serving as an officer in an RA, serving on the RA or Resident Advisory Board;

l. Care for the children of other residents so they may volunteer.

2. Political activity is excluded.
3. Work activity must not take the place of work performed by paid employees.
4. Self Sufficiency Activities - include, but are not limited to:
 - a. Job readiness programs;
 - b. Job training programs;
 - c. Skills training programs;
 - d. Higher education (Junior college or college);
 - e. Vocational education;
 - f. GED classes;
 - g. Verifiable job search activities;
 - h. Apprenticeships;
 - i. Substance abuse or mental health counseling;
 - j. English proficiency or literacy (reading) classes;
 - k. Parenting classes;
 - l. Budgeting and credit counseling;
 - m. Any kind of class that helps a person toward economic independence;
 - n. Carrying out any activity required by the Department of Public Assistance as part of welfare reform.
 - o. The self sufficiency hours counted toward the 8 hour per month requirement will be only hours when a non-exempt adult is actually attending class or engaged in job training. It will not include time in transit.

Exempt Adult - an adult member of the family who is not required to perform Community Service because he/she:

- a. Is 62 years of age or older
- b. Has a disability that can be verified to prevent him/her from being gainfully employed
- c. Is verified to be the fulltime caretaker of a disabled person

d. Is working at least 20 hours per week

e. Qualifies as a full-time student at a secondary school or an institution of higher learning

C. Requirements of the Program

1. Each non-exempt adult in a family paying at least the minimum rent must contribute and document some combination of 8 hours per month of Community service or self sufficiency activity.

2. The 8 hours per month may be either volunteer work or self sufficiency program activity or a combination of the two.

3. At least 8 hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. HHA will make the determination of whether to allow or disallow a deviation from the schedule.

4. Activities must be performed within the neighborhood and not outside the jurisdictional area of the HHA. The exception to this rule would be adults who are enrolled in full-time higher education or vocational training. Their hours of education would count toward the requirement.

5. Family obligations

a. At lease execution or re-examination after the effective date of this policy, all adult members (18 or older) of a public housing resident family must

- provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
- sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in termination of their lease.

b. Once each month non-exempt family members must present a completed documentation form (provided by HHA) of activities performed over the previous month to the Housing Manager.

c. At each annual re-examination, non-exempt family members must present a completed documentation form (provided by HHA) of activities performed over the previous twelve months. Both forms will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed each month by month.

6. Change in exempt status:

- a. If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to HHA and provide documentation of such.
- b. If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to HHA and the property manager.
- c. The Housing Manager will provide the person with the Recording/Certification documentation form and a list of agencies in the neighborhood that provide volunteer and/or training opportunities.

D. HHA obligations

1. To the greatest extent possible and practicable, HHA and its property managers will
 - provide names and contacts at agencies that can provide opportunities for residents, including those with disabilities, to fulfill their Community Service/Self Sufficiency obligations;
 - include a disabled person who is otherwise able to be gainfully employed, since such an individual is not exempt from the Community Service requirement; and
 - Provide referrals for volunteer work or self sufficiency programs.
2. The property manager will provide the family with exemption verification forms and Recording/ Certification documentation forms and a copy of this policy at initial application and at lease execution.

HHA will make the final determination as to whether or not a family member is exempt from the Community Service/Self Sufficiency requirement. Residents may use HHA's Grievance Procedure if they disagree with HHA's determination.

Noncompliance of a non-exempt family member

- a. If a non-exempt adult fails to report to the Manager or fails to complete the required eight hours of neighborhood service or self sufficiency activity, the non-exempt adult shall be considered to be in noncompliance.

- b. When a property manager receives a report of a non-exempt adult's failure to either report or complete the required activity, the property manager shall send a Notice of Lease Violation to the head of household.
- c. The non-exempt adult may be granted additional time to make up any lost hours, properly reported to the Manager.
- d. If the non-exempt adult who fails to make up the required hours is someone other than the head of household, the remaining family members may retain their tenancy if the noncompliant adult leaves the household;
- e. The family may use HHA's Grievance Procedure to contest the lease termination.