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Chapter 1
STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Public housing program was created by the U.S. Housing Act of 1937.

Administration of the Public housing program and the functions and responsibilities of the Public Housing Authority (PHA) staff shall be in compliance with the HHA's Personnel Policy and this Admissions and Continued Occupancy Policy ("ACOP"). The administration of the HHA's housing program will also meet the requirements of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts 1,5,8,100 and 900-966 (Code of Federal Regulations).

HOUSING AUTHORITY MISSION STATEMENT

“Provide quality affordable housing for eligible neighbors in the Helena Community and promote opportunities to enhance life skills and personal achievement”

A. LOCAL OBJECTIVES

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that the PHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

1. To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for tenants and their families.
2. To avoid concentrations of economically and socially deprived families in any one or all of the HHA public housing developments.
3. To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to HHA employees.
4. To attempt to house a tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in the HHA jurisdiction.
5. To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.
6. To facilitate the judicious management of the HHA inventory, and the efficient management of the HHA staff.
7. To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, handicap or familial status. And the Montana Human Rights Act of 1997 amended which includes Age and marital status.

B. PURPOSE OF THE POLICY

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

The HHA board of Commissioners must approve the original policy and any changes. Required

portions of this Plan will be provided to HUD.

C. FAIR HOUSING POLICY

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

Title VI of the Civil Rights Act of 1964
Title VIII of the Civil Rights Act of 1968 (as amended by the
Community Development Act of 1974 and the Fair Housing
Amendments Act of 1988) Executive Order 11063
Section 504 of the Rehabilitation Act of 1973
The Age Discrimination Act of 1975
Title II of the Americans with Disabilities Act (to the extent that it
applies, otherwise Section 504 and the Fair housing Amendments
govern)
Any applicable State laws or local ordinances and any legislation
protecting individual rights of tenants, applicants or staff that may
subsequently be enacted. Violence Against Women Act (VAWA) re-
authorization Act of 2006
1997 Montana Human Rights Act amended

The HHA shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, creed, marital status, sexual orientation, or gender identity, age in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the PHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

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

To further its commitment to full compliance with applicable Civil Rights laws, the HHA will provide Federal/State/local information to public housing residents regarding "discrimination" and any recourse available to them if they believe they are victims of discrimination. Such information will be made available to them in the lobby of the HHA Administrative Building located at 812 Abbey St., Helena, MT.

The HHA's 812 Abbey and 100 S Warren locations are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD telephone service provider.

The HHA shall not, on account of race, color, sex, religion, familial status, disability, national origin, marital status, age, creed, sexual orientation, or gender identity:

1. Deny to any family the opportunity to apply for housing, nor deny

to any qualified applicant the opportunity to lease housing suitable to its needs;

2. Provide housing that is different from that provided to others; Subject a person to segregation or disparate treatment;
3. Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
4. Treat a person differently in determining eligibility or other requirements for admission; or
5. Deny a person access to the same level of services.

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

D. SERVICE AND ACCOMMODATIONS POLICY

Policy Statement

Helena Housing Authority (HHA) is committed to ensuring that its policies and procedures allow individuals with disabilities the equal opportunity to participate in, or benefit from, and do not otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of HHA's programs, services and activities. Therefore, if an individual with a disability requires an accommodation, such as an accessible feature or modification to a HHA policy, HHA will provide such an accommodation unless doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden. In such a case, the HHA will consider other accommodations that would not result in a financial and administrative burden.

A Reasonable Accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the equal opportunity for full use and enjoyment in the participation in and use of the programs, services and activities provided by HHA.

HHA will post a copy of this Reasonable Accommodation Policy and Procedures in its leasing office located at 812 Abbey Street, Helena, MT, 59601. A copy of the Reasonable Accommodation Policy and Procedures will be distributed to each applicant/resident during the application and re-certification process. Individuals may also obtain a copy of the Reasonable Accommodation Policy and Procedures, upon request, from the HHA office staff or from HHA's Section 504 Coordinator. A copy will also be posted on HHA's website at hhamt.org

Monitoring and Enforcement

HHA's Section 504 Coordinator is responsible for monitoring HHA's compliance with the Policy. Individuals who have questions regarding this Policy, its interpretation or implementation should contact HHA's Section 504 Coordinator in writing, by telephone, or by appointment, as follows:

Michael M. O'Neil
Section 504 Coordinator
Helena Housing Authority
812 Abbey Street
Helena, MT 59601
e-mail: moneil@hhamt.org
Telephone (406) 442-7970
Fax (406) 442-0574
State Relay Service 711

Staff Training

The Section 504 Coordinator will ensure that all appropriate HHA staff receives annual training on the Reasonable Accommodation Policy and Procedures, including all applicable Federal, State and Local requirements regarding reasonable accommodation.

Reasonable Accommodation Requests

A person with a disability or another person representing them may request a reasonable accommodation and/or modification at any time during the application process and residency at HHA, either in writing, orally, or by any other equally effective means of communication. HHA encourages the use of the HHA reasonable accommodation request form but is not required when requesting reasonable accommodations.

Reasonable Accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

Person with a Disability

A person with a disability means (1) an individual with a physical or mental impairment that substantially limits one or more major life activities; (2) an individual who is regarded as having such impairment; or (3) an individual with a record of such impairment.

As used in this definition, the phrase "physical or mental impairment" includes, but is not limited to, conditions such as visual or hearing impairment, mobility impairment, HIV infection, mental retardation, drug addiction (except current illegal use of or addiction to drugs), or mental illness. The term "major life activity" may include seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, speaking or working.

Examples of Reasonable Accommodations may include, but are not limited to:

- (a) Making a unit, part of a unit, or public and common use element accessible for a household member with a disability who is on the lease;
- (b) Permitting a family to have a service or assistance animal necessary to assist a family member with a disability;
- (c) Allowing a live-in aid and providing an appropriately sized unit;
- (d) Transferring a resident to a larger size unit to provide a separate bedroom for a person with a disability;
- (e) Transferring a resident to a unit on a lower level or a single level unit;
- (f) Making documents available in large type, computer disc or Braille;
- (g) Providing qualified sign language interpreters for applicant or resident meetings with HHA staff;
- (h) Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;
- (i) Transfer to a specific accessible unit;

Processing of Reasonable Accommodation Requests

HHA will provide the “Request for Reasonable Accommodation and Authorization for Release of Information”, (Request Form), attached hereto, to all applicants, residents, or individuals with disabilities who request a reasonable accommodation. The request form is used to request any type of reasonable accommodation, i.e. unit transfer, assistive animal, unit or policy modification. This policy, the request form and any subsequent communication and/or notification will be provided in an alternative format, upon request.

Individuals may submit their reasonable accommodation request(s) in writing, orally, or by any other equally effective means of communication. However, HHA will ensure that all reasonable accommodation requests will be reduced to writing. If needed as a reasonable accommodation, HHA will assist the individual in completing the Request Form.

- (a) HHA will provide all applicants with the Request Form as an attachment to the HHA application. Although HHA provides reasonable accommodation request forms, applicants are not required to use the HHA reasonable accommodation request form.
- (b) Reasonable Accommodations will be made for applicants during the application process. All applications will be taken in an accessible location. Applications will be made available in accessible formats. HHA will provide applicants with appropriate auxiliary aids and services, including qualified sign language interpreters and readers, upon request.
- (c) HHA will provide all residents with the Reasonable Accommodation policy and the Request Form during the lease signing appointment, at the annual recertification, and upon request. Although HHA provides reasonable accommodation request forms, residents are not required to use the HHA reasonable accommodation request form.

(d) Residents seeking accommodation(s) may contact their property manager or a member of HHA staff at the HHA's office. Residents may also contact the Section 504 Coordinator's office directly to request the accommodation(s).

(e) Within seven (7) business days of receipt, all requests for reasonable accommodation will be acknowledged in writing or verbally to initiate a dialogue regarding the request and forwarded to the Section 504 Coordinator.

(f) Within twenty (20) business days of receipt, the Property Manager or assigned staff person will respond to the resident's request.

(g) If additional information or documentation is required, the Section 504 Coordinator's office or appropriate staff will notify the resident, in writing, of the need for the additional information or documentation. HHA will contact the requestor in writing or verbally to acquire additional information or discuss alternative accommodations. The written notification to the resident will specify a date for submission of the outstanding information or documentation. If an alternative means of verification is acceptable and agreed upon, then it will be memorialized in writing.

(h) Within thirty (30) business days of receipt of the request and all supporting documentation, HHA will provide written notification to the resident of its decision to approve or deny the resident's request(s).

(i) If HHA approves the accommodation request(s), the resident will be notified of the status for providing such accommodation.

(j) If the accommodation is denied, the resident will be notified of the reasons for denial. In addition, the notification of denial will also provide the resident with information regarding HHA's HUD-approved Grievance Procedures.

(k) All recommendations that have been approved by the Section 504 Coordinator will be forwarded to the appropriate personnel for implementation.

(l) All requests shall be entered into a Reasonable Accommodation Log which shall be maintained to reflect and monitor the following:

- a) Name and address of the resident(s) or applicant (s) making the accommodation request or inquiry;
- b) Date and time of accommodation request or inquiry;
- c) Nature of the accommodation request or inquiry;
- d) Action taken on the accommodation request or inquiry;
- e) Reason for any rejection or modifications to a requested accommodation; and
- f) Current status or disposition of the request and confirmation that the resident has been notified as to the request's status.

Verification of Reasonable Accommodation Request

HHA may request documentation of the need for a reasonable accommodation as identified on the Request for Reasonable Accommodation form. In addition, HHA may request that the individual provide suggested alternative reasonable accommodations.

HHA may verify a person's disability only to the extent necessary to ensure that individuals who have requested a reasonable accommodation have a disability-based need for the requested accommodation.

If a disability is apparent or known by staff, then no verification is required and the reasonable accommodation will be approved.

However, HHA may not require individuals to disclose confidential medical records in order to verify a disability. In addition, HHA may not require specific details regarding the individual's disability. HHA may only request documentation to confirm the disability-related need(s) for the requested reasonable accommodation(s). HHA may not require the individual to disclose the specific disability (ies), or the nature or extent of the individual's disability(ies).

The following, or other qualified providers, may provide verification of a resident's disability and the need for the requested accommodation(s):

- (a) Physician;
- (b) Licensed health professional;
- (c) Professional representing a social service agency; or
- (d) Disability agency or clinic.

Upon receipt, the Property Manager or Property Management staff will forward the recommendation, including all supporting documentation, to the HHA's Section 504 Coordinator within (7) days of receipt.

Denial of Reasonable Accommodation Request(s)

Requested accommodations will not be approved if one of the following would occur as a result:

- (a) A violation of State, Local and/or Federal Law;
- (b) A fundamental alteration in the nature of HHA programs;
- (c) An undue financial and administrative burden on HHA;
- (d) A structurally infeasible alteration; or
- (e) An alteration requiring the removal or alteration of a load-bearing structural member.

Transfer as a Reasonable Accommodation

HHA shall not require a resident with a disability to accept a transfer in lieu of providing a

reasonable accommodation. However, if a resident with a disability requests dwelling unit modifications that involve structural changes, including, but not limited to widening entrances, rooms, or hallways, and there is a vacant, comparable, appropriately sized UFAS-compliant unit HHA may offer to transfer the resident to the vacant unit in lieu of providing structural modifications. However, if the resident rejects the offered transfer, HHA shall make modifications to the resident's unit unless doing so would be structurally impracticable or would result in an undue financial and administrative burden.

If the resident accepts the transfer, HHA will not require a thirty (30) day notice or a separate deposit for the transfer unit. HHA is responsible for costs to move the person. The HHA can look for assistance from social service agencies or other similar sources to obtain reasonable moving expenses. Moving expenses will also include utilities fees and deposits. Nothing contained in this paragraph is intended to modify the terms of the Tenant Handbook or Lease or any resident's rights thereunder.

Assistance Animals

Residents of HHA with disabilities are permitted to have assistance, service and companion animals, if such animals are necessary as a reasonable accommodation for their disabilities. HHA residents or potential residents who need an assistance animal as a reasonable accommodation must request the accommodation in accordance with the Reasonable Accommodation Policy. The Assistance Animal Policy can be located in HHA's ACOP; Chapter 10. A copy of the Assistance Animal Policy can be obtained upon request and will be provided during move-in and at annual recertification from a HHA staff member or HHA Section 504 Coordinator.

Right to Appeal/Grievance Process

- 1) The resident may file a complaint in accordance with HHA's Grievance Procedure following a formal determination by the HHA's 504 Coordinator.
- 2) A resident may request a meeting to request reconsideration.
- 3) A resident may, at any time, exercise their right to file a fair housing complaint through the local HUD office. Individuals may contact the local HUD office at:

U.S. Department of Housing and Urban Development
1670 Broadway, 22nd Floor, Denver, CO 80202
Telephone: 1-800-877-7353
Fax: 303-672-5026
TTY: 303-672-5248

HHA's Non-Discrimination Policy: In accordance with the requirements of Section 504 of the Rehabilitation Act of 1973, Helena Housing Authority (HHA) does not discriminate on the basis of disability in admission or access to, or treatment or employment in its federally assisted programs and activities. HHA does not retaliate or discriminate against, or coerce, intimidate or threaten any individual who (1) opposes any act or practice made unlawful by Section 504; or (2)

files a grievance and/or complaint, testifies, assists, or participates in any investigation, proceeding, or hearing under Section 504.

Grievances alleging that HHA discriminates against persons with disabilities should be directed to Michael M. O'Neil with Helena Housing Authority at (406) 442-7970, moneil@hhamt.org or Montana Relay Service at 711. Filing a grievance with the Section 504 Coordinator does not prevent the applicant, resident and/or his/her family member or guardian from filing a fair housing complaint with the following:

Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
1670 Broadway, 22nd Floor
Denver, CO 80202-4801
Phone: (303) 672-5437
Toll Free: 1-800-877-7353
Fax: (303) 672-5026
TDD: (303) 672-5248



Equal Housing Opportunity

E. TRANSLATION OF DOCUMENTS

Helena Housing Authority (HHA) has adopted a LEP plan to provide access to its programs and activities by persons with Limited English Proficiency (LEP). A Limited English Proficiency (LEP) person is a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. In accordance with federal guidelines, HHA will make reasonable efforts to provide or arrange free language assistance for its LEP clients including applicants, residents and/or persons eligible for Public Housing, the Housing Choice Voucher Program and other programs offered by HHA.

HHA will make available I Speak Cards to any applicant that has LEP. They will be located in the leasing office and visible to anyone in the leasing office. We will also post in our offices that translators can be available upon request and that translators will be provided to applicants and residents who have LEP. We will also provide a link on our website that directs applicants to the I Speak Cards on-line.

Translators will be available using resources from Carroll College and members of the Helena Community. If translators are not available, we will use translating services from CommGap, which is a 24/7 International translating service. They have offices located in Salt Lake City and Texas. Their contact information is 866-944-4049 and e-mail is translations@commgap.com.

F. LANGUAGE ASSISTANCE

The Helena Housing Authority will assist individuals with literacy barriers and seek appropriate community literacy programs for assistance as needed for the completion of the application and certification process.

G. PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS) OBJECTIVES

(24 CFR 901 & 902)

(INSTRUCTIONS: The final implementation of PHAS scoring began July 1, 2000. It is in the PHA's best interest to prepare for PHAS ratings since low performance scores will result in increased scrutiny and less flexibility for the PHA to make decisions, as well as possibly result in other punitive actions.)

The HHA operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that the HHA is using its resources in a manner that reflects its commitment to quality and service. The HHA policies and practices are consistent with the new Public Housing Assessment System (PHAS) outlined in the 24 CFR Parts 901 and 902 final published regulations.

H. FAMILY OUTREACH

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

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

I. PRIVACY RIGHTS

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

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

Any and all information that would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the staff person designated by the Executive Director.

The HHA's practices and procedures are designed to safeguard the privacy of applicants and tenants.

HHA staff will not discuss or access family information contained in files unless there is a business reason to do so. Staff will be required to disclose whether s/he has relatives living in Public Housing. Inappropriate discussion of family information or improper disclosure of family information by staff will result in

disciplinary action.

J. POSTING OF REQUIRED INFORMATION

The HHA will maintain a bulletin board in a conspicuous area of the Administrative Building at 812 Abbey that will contain:

- Office Hours and list of contact information
- Income limits for Admission
- Current schedule of routine maintenance charges
- A copy of the lease
- The HHA's grievance procedures
- A Fair Housing Poster
- An Equal Opportunity in Employment poster
- Current Resident Notices
- Required public notices

Additional information below will be available upon request.

Statement of policies and procedures governing Admissions and Continued Occupancy Policy (ACOP) or a notice of where the policy is available.

Tenant Selection policies (960.202 and 960.203)

K. TERMINOLOGY

The Housing Authority of Helena is referred to as "HHA" or "Helena Housing Authority."

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

"Tenant Or Resident" is used to refer to participants in terms to their relation as a lessee to the HHA as the landlord.

"Landlord" refers to the HHA.

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

"Noncitizens Rule" refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

Definitions under VAWA

The same definitions of "domestic violence," "dating violence," "sexual assault", and "stalking," and of "immediate family member" are provided in Sections 606 and 607. While definitions of domestic and dating violence refer

to standard definitions in the Violence Against Women Act, the definition of stalking provided in Title VI is specific to the housing provisions. These are:

1. Domestic Violence – [as defined in Section 40002 of VAWA 1994] which states as follows:

SEC 40002(a)(6) – “DOMESTIC VIOLENCE - The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

2. Dating Violence – [as defined in Section 40002 of VAWA 1994] which states as follows:

SEC 40002(a)(8) – “DATING VIOLENCE- The term ‘dating violence’ means violence committed by a person—

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship.
 - (ii) The type of relationship.
 - (iii) The frequency of interaction between the persons involved in the relationship.”

3. Stalking – “means -

- (A) engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - (i) fear for the person’s individual safety or the safety of others; or
 - (ii) suffer substantial emotional stress.

4. Affiliated Individual - “means, with respect to a person –

- (A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
- (B) any individual, tenant, or lawful occupant living in the household of that individual.

5. Sexual Assault – means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Chapter 2
ELIGIBILITY FOR ADMISSION
[24 CFR Part 960, Subpart B]

INTRODUCTION

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

PART I: BASIC ADMISSIONS CRITERIA

A. QUALIFICATION FOR ADMISSION

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

Is a family as defined in this Chapter;

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

Has an Annual Income at the time of admission that does not exceed the **low** income limit for occupancy established by HUD and posted separately in the HHA offices.

Provides a Social Security number for all participating family members, including children under age 6 having a social security number (24 CFR §5.216).

Meets or exceeds the **resident** Selection and Suitability Criteria as set forth in this policy, **including attendance at HH's orientation meeting.**

Timing for the Verification of Qualifying Factors

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

B. FAMILY COMPOSITION

Family is defined in 24 CFR §5.403

The applicant must qualify as a Family. A Family may be a single person or a group of persons.

Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. For occupancy standards purposes, the applicant may claim a spousal relationship. (See chapter on Occupancy Guidelines.)

A group of persons is defined by HHA as two or more persons who intend to share residency in Public Housing whose income and resources are available to meet the family's needs, who will live together in a stable relationship and share resources.
Elderly, disabled, and displaced families are defined by HUD.

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

A family with or without children;

An elderly family – A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.

A disabled family – A family whose head, spouse, or sole member is a person with disabilities, or two or more person with disabilities living together; or one or more person with disabilities living with one or more live-in aides.

A displaced family – A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

The remaining member of a resident family;

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

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

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

A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family).

Occupancy by Police Officers

In order to provide an increased sense of security for public housing residents, HHA may allow public housing units to be occupied by police

officers.

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

C. HEAD OF HOUSEHOLD [24 CFR §5.504(B)]

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent.

PHA Policy

The family may designate any qualified family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

D. SPOUSE OF HEAD, COHEAD, AND OTHER ADULT

Spouse means the marriage partner of the head of household.

PHA Policy

A marriage partner includes the partner in a "common law" marriage as defined in state law. The term "spouse" does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.

A *cohead* is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one cohead.

PHA Policy

Minors who are emancipated under state law may be designated as a cohead.

Other adult means a family member, other than the head, spouse, or cohead, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults [HUD-50058 IB,p. 14].

E. DEPENDENT [24 CFR §5.603]

A *dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, cohead, foster children/adults and live-in aides. Identifying each dependent in the family is necessary because each dependent qualifies the family for a deduction from annual income as described in Chapter 6.

Joint Custody of Dependents

PHA Policy

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or resident family 50 percent or more of the time.

When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

F. FULL-TIME STUDENTS [24 CFR §5.603]

A *full-time student* (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be full-time is defined by the educational institution.

Identifying each FTS is necessary because (1) each family member that is an FTS, other than the head, spouse, or cohead, qualifies the family for a dependent deduction and (2) the income of such an FTS is treated differently from the income of other family members.

G. ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY

FAMILY Elderly Persons

An *elderly person* is a person who is at least 62 years of age [24 CFR §5.100].

Near-Elderly Persons

A *near-elderly person* is a person who is 50-61 years of age [24 CFR §945.105].

Elderly Family

An *elderly family* is one in which the head, spouse, cohead, or sole member is an elderly person [24 CFR 5.403]. Identifying elderly families is necessary because these families qualify for special deductions from income as described in Chapter 6 and may qualify for a particular type of development as noted in Chapter 4.

H. PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403]

Persons with Disabilities

(1) Means a person who:

- (i) Has a disability, as defined in 42 U.S.C. 423(d);
 - (ii) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - (A) Is expected to be of long-continued and indefinite duration;
 - (B) Substantially impedes his or her ability to live independently, and
 - (C) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
 - (iii) Has a developmental disability as defined in 42 U.S.C. 6001.
- (2) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- (3) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
- (4) Means “individual with handicaps”, as defined in 24 CFR § 8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

Under the public housing program, special rules apply to persons with disabilities and to any family whose head, spouse, or cohead is a person with disabilities.

Disabled Family

A disabled family is one in which the head, spouse, or cohead is a person with disabilities. Identifying disabled families is necessary because these families qualify for special deductions from income as described in Chapter 6 and may qualify for a particular type of development as noted in chapter 4.

Even though persons with drug or alcohol dependencies are considered persons with disabilities for the purpose of non-discrimination, this does not prevent HHA from denying admission for reasons related to alcohol and drug abuse following policies found in Part III of this chapter, or from enforcing the lease by following the policies in Chapter 13.

I. GUESTS

A *guest* is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. [24 CFR §5.100].

Each tenant has the right to exclusive use and occupancy of their leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodations of their guests [24 CFR 966.4(d)]. However, each tenant is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on HHA premises. [24 CFR 966.4].

PHA Policy

The HHA has established rules to regulate guest visitation for the purposes of prohibiting unauthorized occupancy, determining accurate household income for calculating the amount of Rent, and for reducing guest related disputes between HHA Tenants and between HHA Tenants and the Housing Authority. These rules are set forth in the Tenant Handbook. Tenants may not sublet their Dwelling Lease nor take in any boarders or lodgers.

The HHA Guest Policy, which is also provided in the Tenant Handbook, requires that the inviting tenant shall ensure the Guest is registered at the HHA office if the Tenant expects the Guest will be staying at the dwelling unit for a period of seven (7) days or longer in any one 30 day period. Any guest expected to stay at the dwelling unit for a period of fourteen (14) consecutive days or longer must be added to the Dwelling Lease as an additional Household Member or Resident, with the approval of the HHA. Registered guests must be approved by the HHA for the period of their visitation.

The Tenant shall control and enforce guest conduct in strict accordance with the provisions in the Dwelling Lease and the Tenant Handbook which deal with the supervision of and responsibility for guests. Failure to comply with the rules, regulations, and policies of the HHA in regard to guest visitation will be considered a violation of the Dwelling Lease and will be grounds for termination of tenancy.

A resident family must register all guests (visitors) expected to stay at the dwelling unit for a period of 7 consecutive days or longer. HHA must approve the registered guest for the period of visitation *prior* to the arrival of the guest.

The resident may not allow any given guest to stay overnight more than 14 total days in a month period and no more than 30 total days in a 12 month period. Extensions must be submitted in writing to their Property Manager.

Residents may submit a request to add a guest to the Dwelling Lease as a household member if the resident would like the guest to stay at the dwelling unit on a more frequent basis. A guest will not be added to the Dwelling Lease without the prior written approval of HHA.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

Former residents who have been evicted for drug related or violent criminal activity or listed on HHA's trespass list or otherwise pose a threat to the health, safety and welfare of residents or to HHA employees are not permitted as overnight guests. (for a list of trespassed persons see www.hhamt.org)

Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. Guests who remain beyond 14 total days during a 30 day period who are not included on the HUD 50058 (information that is submitted to HUD regarding household composition, income, assets and deductions) shall be considered trespassers and unauthorized occupants. Their presence constitutes a violation of the lease.

J. FOSTER CHILDREN AND FOSTER ADULTS

Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR §5.609(c)(2)].

The term *foster child* is not specifically defined by the regulations.

Foster children and foster adults that are living with an applicant or resident family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction [24 CFR §5.603 and HUD-50058 IB, pp.13-14].

PHA Policy

A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster agency, yet is cared for by the foster parents in their own homes, under some kind of short-term or long-term care arrangement with the custodial agency.

Children that are temporarily absent from the home as a result of placement in foster care are discussed in Section K.

K. ABSENT FAMILY MEMBERS

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, incarceration and illness.

Definitions of Temporarily and Permanently Absent

PHA Policy

Generally an individual who is or is expected to be absent from the public housing unit for 180 consecutive days or less is **considered temporarily absent** and continues to be considered a family member. Generally an individual who is or is expected to be absent from the public housing unit for more than 180 consecutive days is **considered permanently absent** and no longer a family member. Exceptions to this general policy are discussed below.

Absent Students

PHA Policy

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to HHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care 24 CFR §5.403]

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

PHA Policy

If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

Absence due to Employment

HHA Policy

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

Individuals Confined for Medical Reasons

PHA Policy

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

If there is a question about the status of a family member, the PHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

Return of Permanently Absent Family Members

HHA Policy

The family must request HHA approval for the return of any adult family member that the PHA has determined to be permanently absent. The returning individual is subject to the eligibility and screening requirements discussed elsewhere in this chapter.

J. LIVE-IN-AIDE

Live-in aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR §5.403]. HHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR Part 8, to make the program accessible to and usable by a family member with disabilities.

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations [24 CFR §5.609(c) (5)]. Relatives may be approved as live-in aides if they meet all the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of the tenant family.

HHA Policy

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional of the family's choosing, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request-subject to HHA verification at each annual re-examination or upon HHA's request.

In addition, the family and live-in aide will be required to submit a certification stating the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

HHA has the discretion not to approve a particular person as a live-in aide, and may withdraw such approval if:

The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

The person has a history of drug-related activity or violent criminal activity; or

The person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

[24 CFR §966.4(d)(3)(i)]

Within 10 business days of receiving a request for a live-in aide, including all required documentation related to the request, HHA will notify the family of its decision in writing.

HHA will require the live-in aide to execute a lease rider agreeing to abide by the terms and conditions of occupancy set forth in the lease agreement. If the live-in aide violates provisions of the lease rider, HHA may take action against the live-in aide separate from action against the assisted family.

If the live-in aide or their family members participate in drug-related or criminal activity, HHA will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to the grievance hearing process of the agency.

PART II: BASIC ELIGIBILITY CRITERIA

A. INCOME ELGIBILITY AND TARGETING

Income Limits

HUD is required by law to set income limits that determine the eligibility of applicants for HUD's assisted housing programs, including the Public Housing Program. The income limits are published annually and are based on HUD estimates of median family income in a particular area or county, with adjustment for family size.

Types of Low-Income Families Defined [24 CFR §5.603(b)]

Low-income family. A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

Very low-income family. A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

Extremely low-income family. A family whose annual income does not exceed 30 percent of the median income for the area, adjusted for family size.

HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Using Income Limits for Eligibility [24 CFR §960.201]

Income limits are used for eligibility only at admission. Eligibility is established by comparing a family's annual income with HUD's published income limits. To be income-eligible, a family must be a *low-income* family.

Using Income Limits for targeting [24 CFR §960.202(b)]

At least 40 percent of the families admitted to the HHA's public housing program during a HHA fiscal year from the HHA waiting list must be *extremely low-income* families. This is called the "basic targeting requirement".

If admissions of extremely low-income families to the HHA's housing choice voucher program during a HHA fiscal year exceed the 75 percent minimum targeting requirement for that program, such excess shall be credited against the HHA's public housing basic targeting requirement for the same fiscal year.

The fiscal year credit for housing choice voucher program admissions that exceed the minimum voucher program targeting requirement must not exceed the lower of:

- Ten percent of public housing waiting list admissions during the HHA fiscal year; or
- Ten percent of waiting list admission to the HHA’s housing choice voucher program during the HHA fiscal year; or
- The number of qualifying low-income families who commence occupancy during the fiscal year of public housing units located in census tracts with a poverty rate of 30 percent or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low- income family.

For discussion of how income targeting is used in tenant selection, see Chapter 4.

B. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or non-citizen with eligible immigration status in order for the family to qualify for any level of assistance. [24 CFR 5, Subpart E]

All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with HHA’s Service and Accommodations Policy found in Chapter 1, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

Declaration Requirement [24 CFR §5.508]

HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status.

Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, cohead, and any other family member 18 or older, and by the parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status (See Ineligible Noncitizens below). No declaration is required for live-in aides, foster children, or foster adults.

U.S. Citizens and Nationals

In general, citizens and nationals are required to submit only a signed declaration that claims their status. However, HUD regulations permit the HHA to request additional documentation of their status, such as a passport.

HHA Policy

Family member showing declaration of citizenship or national status will not be required to provide additional documentation unless the HHA receives information indicating that an

individual's declaration may not be accurate.

Eligible Noncitizens

In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with HHA efforts to verify their immigration status as described in Chapter 7. The documentation for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance.

Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].

Ineligible Noncitizens

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or cohead (regardless of citizenship status), indicating their ineligible immigration status. The HHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

Providing housing assistance to noncitizen students is prohibited [24 CFR §5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

Mixed Families

A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered mixed families. Such families will be given notice that their assistance will be prorated and that they may request a hearing if they contest this determination. See Chapter 6 for discussion of how rents are prorated, and Chapter 14 for a discussion of informal hearing procedures.

Ineligible Families [24 CFR §5.514(d), (e), and (f)]

HHA may elect to provide assistance to a family before the verification of the eligibility of the individual or one family member [24 CFR §5.512(b)]. Otherwise, no individual or family may be assisted prior to the affirmative establishment by the HHA that the individual or at least one family member is eligible [24 CFR §5.512(a)].

HHA Policy

HHA will not provide assistance to a family before the verification of at least one family member as a citizen, national, or eligible noncitizen.

When HHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 business days of the determination.

The notice will explain the reasons for the denial of assistance and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS 24 CFR § 5.512:

Verification of eligible immigration status.

- (a) General. Except as described in paragraph (b) of this section and § [5.514](#), no individual or family applying for assistance may receive such assistance prior to the verification of the eligibility of at least the individual or one family member. Verification of eligibility consistent with § [5.514](#) occurs when the individual or family members have submitted documentation to the responsible entity in accordance with § [5.508](#).
- (b) PHA election to provide assistance before verification. A PHA that is a responsible entity under this subpart may elect to provide assistance to a family before the verification of the eligibility of the individual or one family member.
- (c) Primary verification— (1) Automated verification system. Primary verification of the immigration status of the person is conducted by the responsible entity through the INS automated system (INS Systematic Alien Verification for Entitlements (SAVE)). The INS SAVE system provides access to names, file numbers and admission numbers of noncitizens.

(2) Failure of primary verification to confirm eligible immigration status. If the INS SAVE system does not verify eligible immigration status, secondary verification must be performed.
- (d) Secondary verification— (1) Manual search of INS records. Secondary verification is a manual search by the INS of its records to determine an individual's immigration status. The responsible entity must request secondary verification, within 10 days of receiving the results of the primary verification, if the primary verification system does not confirm eligible immigration status, or if the primary verification system verifies immigration status that is ineligible for assistance under a Section 214 covered program.

(2) Secondary verification initiated by responsible entity. Secondary verification is initiated by the responsible entity forwarding photocopies of the original INS documents required for the immigration status declared (front and back), attached to the INS document verification request form G-845S (Document Verification Request), or such other form specified by the INS to a designated INS office for review. (Form G-845S is available from the local INS Office.)

(3) Failure of secondary verification to confirm eligible immigration status. If the secondary verification does not confirm eligible immigration status, the responsible entity shall issue to the family the notice described in § [5.514\(d\)](#), which includes notification of the right to appeal to the INS of the INS finding on immigration status (see § [5.514\(d\)\(4\)](#)).

(e) Exemption from liability for INS verification. The responsible entity shall not be liable for any action, delay, or failure of the INS in conducting the automated or manual verification.

Time Frame for Determination of Citizenship Status [24 CFR §5.508(g)]

For new occupants joining the resident family the HHA must verify status at the first interim or regular reexamination following the person's occupancy, whichever comes first.

If an individual qualifies for a time extension for the submission of required documents, the HHA must grant such an extension for no more than 30 days [24 CFR §5.508(h)].

Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

PHA Policy

The PHA will verify the status of applicants at the time other eligibility factors are determined.

C. SOCIAL SECURITY NUMBERS

[24 CFR §§5.216 and 5.218, Notice PIH2010-3]

In accordance with 24 CFR §5.216, applicants and participants (including each member of the household) are required to disclose his/her assigned SSN, with the exception of the following individuals:

- a. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
 1. A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for housing assistance and cannot be housed.
 2. A family that that consists of two or more household members **and at least one** household member that has eligible immigration status, is classified as a mixed family, and **is eligible** for prorated assistance in accordance with 24 CFR §5.520. HHA may **not** deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.

- b. Existing program participants as of January 31, 2010, who have previously Disclosed their SSN and HUD has determined the SSN to be valid. PHAs may Confirm HUD's validation of the participant's SSN by viewing the household's *Summary Report* or the *Identity Verification Report* in the EIV system.
- c. Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

D. FAMILY CONSENT TO RELEASE OF INFORMATION
[24 CFR §5.230]

HUD requires each adult family member, and the head of household, spouse, or cohead, regardless of age, to sign form HUD-9886. Authorization for the Release of Information/ Privacy Act Notice, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 7 provides detailed information concerning consent forms and verification requirements.

The PHA must deny admission to the program if any member of the applicant family fails to sign and submit consent forms which allow the HHA to obtain information that the HHA has determined is necessary in administration of the public housing program [24 CFR §960.259(a) and (b)].

E. OTHER ELIGIBILITY CRITERIA

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

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

- To pay rent and other charges as required by the lease in a timely manner;
- To care for and avoid damaging the unit and common areas;
- To use facilities, appliances and equipment in a reasonable way;
- To create no health or safety hazards, and to report maintenance needs in a timely manner;
- Not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
- Not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the HHA premises;

- Not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed," on the premises of assisted housing;
- Not to contain a household member subject to lifetime sex offender registration requirement under a State sex offender registration program;
- To comply with necessary and reasonable rules and program requirements of HUD and HHA; and,
- To comply with local health and safety codes.

PART III: DENIAL OF ADMISSION

A. OVERVIEW

A family that does not meet the eligibility criteria discussed in Parts I and II, must be denied admission.

In addition, HUD requires or permits HHA to deny admission based on certain types of current or past behaviors of family members as discussed in this Part III. The HHA's authority in this area is limited by the Violence against Women Act of 2005 (VAWA), which expressly prohibits the denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been the victim of domestic violence, dating violence, sexual assault or stalking [24 CFR 5.2005 (b)].

This part covers the following topics:

- Required denial of admission
- Other permitted reasons for denial of admission
- Screening
- Criteria for deciding to deny admission
- Prohibition against denial of admission to victims of domestic violence, dating violence, sexual assault or stalking
- Notice of eligibility or denial

B. REQUIRED DENIAL OF ADMISSION

[24 CFR 960.204]

HHA has established standards that prohibit admission of an applicant to the public housing program if they have engaged in certain criminal activity or if HHA has reasonable cause to believe that a household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

Where the statute requires that HHA prohibit admission for a prescribed period of time after some qualifying behavior or event, HHA may choose to continue that prohibition for a longer period of time [24 CFR 960.203(c)(3)(ii)].

HUD Requires that HHA deny assistance in the following cases:

- Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. HUD permits but does not require HHA to admit an otherwise-eligible family if the household member has completed a HHA-approved drug rehabilitation program or the circumstances which led to eviction no longer exist (e.g. the person involved in the criminal activity no longer lives in the household).

HHA Policy

HHA will admit an otherwise-eligible family who was evicted from federally-assisted housing within the past 3 years for drug-related criminal activity, if HHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by HHA, or the person who committed the crime is no longer living in the household.

- HHA determines that any household member is currently engaged in the use of illegal drugs. Drug means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]. Currently engaged in the illegal use of a drug means a person has engaged in the behavior recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member [24 CFR§ 960.205(b)(1)].

HHA Policy

Currently engaged in is defined as any use of illegal drugs during the previous six months.

- HHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

PHA Policy

In determining reasonable cause, HHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. HHA may consider evidence from treatment providers or community-based organizations providing services to household members.

- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program.

C. OTHER PERMITTED REASONS FOR DENIAL OF ADMISSION

HUD permits, but does not require HHA to deny admission for the reasons discussed in this section.

Criminal Activity [24 CFR §960.203(c)]

HHA is responsible for screening family behavior and suitability for tenancy. In doing so, HHA may consider an applicant's history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety, or welfare of other tenants.

HHA Policy

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past three years, the family will be denied admission.

Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug [24 CFR §5.100].

Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR §5.100].

Criminal activity that may threaten the health or safety to HHA staff, contractors, subcontractors, or agents.
Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse.

Evidence of such criminal activity includes, but is not limited to any record of convictions, arrests, or evictions for suspected drug-related or violent criminal activity of household members within the past 3 years. A conviction for such activity will be given more weight than an arrest or an eviction.

Any household member who is required to register as a violent offender will be denied.

In making its decision to deny assistance, HHA will consider the factors discussed in Part III.E and F. Upon consideration for such factors, the HHA may, on a case-by-case basis, decide to deny assistance.

Previous Behaviors [24 CFR §960.203(c) and (d) and PH Occ GB, p.48]

HUD authorizes HHA to deny admission based on relevant information pertaining to the family's previous behavior and suitability for tenancy.

In the event of the receipt of unfavorable information with respect to an applicant, HHA must consider the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). As discussed in Part III F, the HHA may also need to consider whether the cause of the unfavorable information may be that the applicant is the victim of domestic violence, dating violence, sexual assault or stalking.

HHA Policy

The HHA will deny admission to an applicant family if HHA determines that the family:

Has a pattern of unsuitable past performance in meeting financial obligations, including rent within the past three years;

Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past three years which may adversely affect the health, safety, or welfare of other tenants;

Has a pattern of eviction from housing or termination from residential programs within the past three years (considering relevant circumstances);

Owes rent or other amounts to this or any other PHA or owner in connection with any assisted housing program;

Has been terminated or evicted from any other federal housing program with the past three years.

Has abandoned a public housing unit in the past three years.

Misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition or rent;

Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;

Has engaged in or threatened violent or abusive behavior toward HHA personnel;

Abusive or violent behavior towards HHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that

communicate intent to abuse or commit violence.

In making its decision to deny admission, HHA will consider the factors discussed in Part III.E and F. Upon consideration of such factors, HHA may, on a case-by-case basis, decide not to deny admission.

HHA will consider the existence of mitigating factors, such as loss of employment or other financial difficulties, before denying admission to an applicant based on the failure to meet prior financial obligations. See Re-Entry Policy at the end of Chapter 9.

D. SCREENING FOR ELIGIBILITY

Public housing authorities are authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the public housing program. This authority assists HHA in complying with HUD requirements and HHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records HHA requires every applicant family to sign submit a consent form signed by each adult household member [24 CFR §5.903].

HHA Policy

HHA will perform criminal background checks through local law enforcement for all adult household members, at its own cost.

If the results of the criminal background check indicate there may have been past criminal activity, but the results are inconclusive, HHA may request a fingerprint card and may request information from local, State or Federal law enforcement agencies.

HHA will check criminal history for all adults in the household and emancipated minors to determine whether any member of the family has engaged in violent or drug-related criminal activity.

HHA acknowledges that a name check only may result in an inconclusive result without a positive fingerprint comparison. The results of an inconclusive name check will result in a positive fingerprint comparison.

HHA has applied to the Federal Bureau of Investigation (FBI) and obtained a unique Originating Agency Identifier (ORI) number in order to maximize its efforts in obtaining applicant criminal record history using fingerprint cards.

HHA has contracted with the State of Montana Department of Justice, an FBI approved channeling agent, to process and funnel requests on fingerprint cards in order to obtain National Crime Information Center (NCIC) data for the purpose of accessing FBI criminal records.

To gain the full content of the NCIC data through the FBI approved channeling agent, HHA will require applicants to submit to a fingerprint scan at the Department of Justice located on the 4th Floor located at 303 N. Roberts Street, Helena, Montana.

Confidentiality of Criminal Records

HHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Misuse of the above information by any employee will be grounds for discipline or termination of employment.

If the family is determined eligible for initial or continued assistance, HHA's copy of the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

HHA will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report. National Crime Information Center (NCIC).

Obtaining Information from Drug Treatment Facilities[24 CFR §960.205]

HUD authorized public housing authorities to request and obtain- information from drug abuse treatment facilities concerning applicants. Specifically, HHA may require each applicant to submit for all household members who are at least 18 years of age, and for each family head, spouse, or cohead regardless of age, one or more consent forms signed by such household members that requests any drug abuse treatment facility to inform HHA whether the drug abuse treatment facility has reasonable cause to believe that the household member is currently engaging in illegal drug use.

Drug Abuse Treatment Facility means an entity that holds itself out as providing, and provides, diagnosis, treatment, or referral for treatment with respect to the illegal drug use, and is either an identified unit within a general care facility, or an entity other than a general medical care facility.

Currently engaging in illegal use of a drug means illegal use of a drug that occurred recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member.

Any consent form used for the purpose of obtaining information from a drug abuse treatment facility to determine whether a household member is currently engaging in illegal drug use must expire automatically after the HHA has made a final decision to either approve or deny the admission of such person.

Any charges incurred by HHA for information provided from a drug abuse treatment facility

may not be passed on to the applicant or tenant.

HHA has adopted the following policy to obtain information from drug abuse treatment facilities:

HHA Policy

The PHA must submit a request for information only for certain household members, whose criminal record indicates prior arrests or conviction for any criminal activity that may be a basis for denial of admission or whose prior tenancy records indicate that the proposed household member engaged in destruction of property or violent activity against another person, or interfered with the right of peaceful enjoyment of the premises of other residents.

If HHA obtains such information, it will abide by the HUD requirements for records management and confidentiality as described in 24 CFR 960.205(f).

HHA Policy

HHA will obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when HHA has determined that the family will be denied admission based on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program.

Screening for Suitability as a Tenant [24 CFR §960.203(c)]

HHA is responsible for the screening and selection of families to occupy public housing units. The PHA may consider all relevant information. Screening is important to public housing communities and program integrity, and to ensure that assisted housing is provided to those families that will adhere to lease obligations.

HHA Policy

HHA will consider the family's relevant history with respect to the following factors:

- Payment of rent and utilities;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Criminal activity that is a threat to the health, safety, or property of others;
- Behavior of all household members as related to the grounds for denial as detailed in Part III. B and C; and
- Compliance with any other essential conditions of tenancy.

Resources Used to Check Applicant Suitability [PH OCC GB, pp.47-56]

HHA has a variety of resources available for determination of the suitability of applicants.

HHA Policy

In order to determine the suitability of applicants HHA will examine applicant history for the past three years. Such background checks may include:

Past Performance in Meeting Financial Obligations, Especially Rent

PHA and landlord references for the past three years, gathering information about past performance meeting rental obligations such as rent payment record, late payment record, whether the PHA/landlord ever began or completed lease termination for non-payment, and whether utilities were ever disconnected in the unit. PHAs and landlords will be asked if they would rent to the applicant family again.

Utility company references covering the monthly amount of utilities, late payment, disconnection, return of a utility deposit and whether the applicant can get utilities turned on in his/her name. (Use of this inquiry will be reserved for applicants applying for units where there are tenant-paid utilities).

If an applicant has no rental payment history the HHA will check court records of eviction actions and other financial judgments, and credit reports. A lack of credit history will not disqualify someone from becoming a public housing resident, but a poor history may.

Applicants with no rental payment history will also be asked to provide HHA with personal references. The reference will be requested to complete a verification of the applicant's ability to pay rent if no other documentation of ability to meet financial obligations is available. The applicant will also be required to complete a checklist documenting their ability to meet financial obligations.

If previous landlords or the utility company do not respond to requests from the HHA, the applicant may provide other documentation that demonstrates their ability to meet financial obligations (e.g. rent receipts, cancelled checks, etc.).

Disturbances of Neighbors, Destruction of Property or Living or Housekeeping Habits at Prior Residences that may Adversely Affect Health, Safety, or Welfare of Other Tenants, or Cause Damage to the Unit or the Development

PHA and landlord references for past three years, gathering information on whether the applicant kept a unit clean, safe and sanitary; whether they violated health or safety codes; whether any damage was done by the applicant to a current or previous unit or the development, and, if so, how much the repair of the damage cost; whether the applicant's housekeeping caused insect or rodent infestations; and whether the neighbors complained about the applicant or whether the police were called because of disturbances.

Police and court records within the past three years will be used to check for any

evidence of disturbance of neighbors or destruction of property that might have resulted in arrest or conviction.

A personal reference will be requested to complete a verification of the applicant's ability to care for the unit and avoid disturbing neighbors if no other documentation is available. In these cases, the applicant will also be required to complete a checklist documenting their ability to care for the unit and to avoid disturbing neighbors.

Home visits may be used to determine the applicant's ability to care for the unit.

The Executive Director or his/her appointee and a Police Officer may meet with an applicant to ask additional questions for clarification regarding past history or drug related/criminal activity prior to making a decision to deny/approve assistance.

E. CRITERIA FOR DECIDING TO DENY ADMISSION

Evidence

HHA Policy

HHA will use the concept of the preponderance of the evidence as the standard for making all admission decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Consideration of Circumstances [24 CFR §960.203(c)(3) and (d)]

HHA is authorized to consider all relevant circumstances when deciding whether to deny admission based on a family's past history, including credit history except in the situations for which denial of admission is mandated.

In the event HHA receives unfavorable information with respect to an applicant, consideration must be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). In a manner consistent with its screening policies, HHA- may give consideration to factors which might indicate a reasonable probability of favorable future conduct.

HHA Policy

HHA will consider the following factors prior to making its decision:

The seriousness of the case, especially with respect to how it would affect other

residents

The effects that denial of admission may have on other members of the family who were not involved in the action or failure

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in Part III.

F) a victim of domestic violence, dating violence, sexual assault or stalking. The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs

In the case of drug or alcohol abuse, whether the culpable household members is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitation successfully

HHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitation successfully.

Removal of a Family Member from the Household and Application [24 CFR 960.203(c)(3)(i)]

HHA may impose as a condition of admission, a requirement that family members who participated in or were culpable for an action or failure to act which warrants denial of admission, to not reside in the unit.

PHA Policy

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application and from residing with the household.

Reasonable Accommodation [PHA Occ GB,pp.58-60]

If the family includes a person with disabilities, HHA's decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

HHA Policy

If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission, HHA will determine whether the behavior is related to the disability. If so, upon the family's request, HHA will determine whether alternative measures are appropriate as a reasonable accommodation. HHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of admission. See Chapter 1 for a discussion of reasonable accommodations.

F. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND STALKING

The violence against Women Act of 2005 (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibits public housing authorities from denying admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, sexual assault, dating violence, or stalking.

HHA Policy

Non-Denial of Assistance. HHA will not deny admission to public housing or to the Housing Choice Voucher (Section 8) rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, provided that such person is otherwise qualified for such admission.

Admissions Preference. Applicants for housing assistance from HHA will receive a preference admissions by virtue of their status as victims of domestic violence, dating violence, sexual assault, and stalking. This preference is particularly described as follows:

This preference is for applicants where actual or threatened physical violence is directed against the applicant or other members of the applicant's household within the past six months. HUD defines this as "actual or threatened physical violence directed against one of more members of the applicant's family by a spouse or other members of the applicant's household."

Definitions of key terms used in VAWA and general VAWA requirements and policies are provided in Chapter 13 of the ACOP.

Notification

HHA Policy

HHA acknowledges that a victim of domestic violence, dating violence, sexual assault or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an apartment, a prior arrest record) that would warrant denial under HHA's policies. Therefore, if HHA makes a determination to deny admission to an applicant family, HHA will include in its notice of denial information about the protection against denial provided by VAWA in accordance with Chapter 13 of this ACOP and will request that an applicant wishing to claim

this protection notify the HHA within 10 business days.

Documentation

Victim documentation [24 CFR§5.2007]

HHA Policy

If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault or stalking, HHA will request in writing that the applicant provide documentation supporting the claim.

Perpetrator Documentation

HHA Policy

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the public housing unit.

Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successful completed or is processing successfully. The victim and perpetrator must also sign or attest to the documentation.

G. NOTICE OF ELIGIBILITY OR DENIAL

HHA will notify an applicant family of its final determination of eligibility. If HHA uses a criminal record or sex offender registration information obtained under 24 CFR Part 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the HHA can move to deny application. In addition, a copy of the record must be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)].

HHA Policy

If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, HHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The

family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact HHA to dispute the information within the 10 day period, HHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, sexual assault or stalking are contained in Chapter 13.

H. QUALIFIED AND UNQUALIFIED APPLICANTS

Information that has been verified by HHA will be analyzed and a determination will be made with respect to:

The eligibility of the applicant as a *family*;

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

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

*** Any local preference to which the family is entitled.**

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

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. HHA shall provide applicants an opportunity for an informal hearing. (See Chapter 5A entitled "**Appeals by Applicants Determined Ineligible.**")

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

Discretionary Options for Admissions

HHA may admit the household if HHA determines:

The person demonstrates successful completion of the provision of HHA's Reentry Policy.

HUD Definitions

"Drug-related criminal activity" is the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Drug-related criminal activity means *on or off the premises, not just on or near the premises*.
"Drug" means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

"Violent criminal activity" means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

"Criminal activity" includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of **HHA**.

"Covered person" means a **resident**, any member of the **resident's** household, a guest, or another person under the **resident's** control.

"Household" means the family and **HHA**-approved live-in aide.

"Guest" for purposes of this Chapter, means a person temporarily staying in the unit with the consent of a **resident** or other member of the household who has express or implied authority to so consent on behalf of the **resident**.

"Other person under the **resident's** control," for the purposes of the definition of "covered person", means that the person, although not staying as a guest (as defined above) in the unit is, or was at the time of the activity in question, on the premises (as defined in this section) 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**.

"Premises" means the building or complex or development in which the public housing dwelling unit is located, including common areas and grounds.

Chapter 3 APPLYING FOR ADMISSION

INTRODUCTION

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

A. HOW TO APPLY

The application process involves two phases.

1. The first phase is the "initial" application for admission and placement on the waiting list. Applicants complete this phase by attending an orientation meeting at HHA or applying online at HHAMT.ORG.

Once an applicant attends an orientation or applies online, they then will be placed on the waiting list by date, time, and preference, if any..

2. The second phase is the "final determination of eligibility for admission" (referred to as the final eligibility or FEA). The final determination takes place when the family **nears** the top of the waiting list. At that time, the applicant will be mailed a letter and asked to contact the Admissions Specialist to schedule a final eligibility appointment. During the appointment the applicant is asked to complete the full application packet. HHA will then verify any claimed preference and all HUD and HHA eligibility factors to determine the family's eligibility for an offer of housing.

B. INITIAL SCREENING PROCEDURES

The purpose of the initial screening is to permit a family the opportunity to apply for public housing and to determine placement on the waiting list. Upon completion of an orientation or online application, the family will be placed on the waiting list by date, time, and preference, if any.

Placement on the waiting list does not guarantee that an applicant is eligible for public housing.

To complete the initial screening and be placed on the waiting list, the applicant must attend an orientation meeting at HHA or complete an online application Meetings are held at the HHA

office at 812 Abbey Street twice a week at regularly scheduled meeting times. The meeting times are published on pamphlets regarding the initial screening. The applicant may also check with HHA regarding the schedule for the meetings. All new applicants age 18 and older (or emancipated minors) must attend the meeting, or may apply online at HHAMT.ORG

The **initial screening** will contain questions designed to obtain the following information:

- Names of head of household
- Number of family members including minors (used to estimate bedroom size needed)
- Telephone numbers for home and any other contact numbers
- Mailing address (if PO Box or other permanent address)
- Annual income
- Social Security Number for the head of household Race/ethnicity
- Disability Status
- Need for an accessible unit
- Date of birth of head of household Gender of head of household

The initial screening requires a short interview for placement on the waiting list. Information submitted at the initial screening will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are requested to inform **HHA in writing or over the phone** of changes in family composition, income, and address, **as well as any changes in their preference status.**

Applicants are also required to respond to requests from **HHA** to update information **and** to determine their continued interest in assistance.

Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list.

C. NOTIFICATION OF APPLICANT STATUS

Written notification of preliminary eligibility will be given to the applicant at the time of the initial screening or mailed following the initial screening. (Notification will be in an accessible format upon request, as a reasonable accommodation.)

If the family is determined to be ineligible based on the information provided at the initial screening, HHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. See Chapter on "Appeals by Applicants Determined Ineligible."

D. COMPLETION OF FULL APPLICATION

The completion of the full application takes place when the family nears the top of the waiting list. At that time, the applicant will be mailed a letter asking them to contact the Admissions Specialist to complete the full application and a final eligibility appointment will be scheduled if the applicant is still interested in housing. The full application will be communicated as requested as an accommodation to a person with a disability.

The application will contain questions designed to obtain the following information:

Names of head of household ,spouse or cohead
Names of adult members and age of all members
Number of family members (used to estimate bedroom size needed)
Street address and phone numbers
Mailing address (if PO Box or other permanent address)
Annual income
Source(s) of income received by household members to determine income and preference qualification
Sufficient additional information to determine preference qualification
Information regarding request for reasonable accommodation or for accessible unit Social Security Numbers
Race/ethnicity
Arrests and/or Convictions for Drug Related or Violent Criminal Activity Previous addresses
Names and addresses of current and previous landlords Questions regarding previous participation in HUD programs
Dates of birth of all household members

Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list

The family must bring all supporting documentation to their final eligibility appointment. If they do not present all information they will have 7 days to provide documentation and verifications to the Admissions Specialist. These documents will be used for verification only if third party verification cannot be obtained. Applications are accepted and the interview is conducted at the Helena Housing Authority Office, 812 Abbey Street Helena, Montana.

In processing the application, HHA will verify any claimed preference and all HUD and HHA eligibility factors to determine the family's eligibility for an offer of a suitable unit. As the application is processed, HHA will keep in contact with the applicant regarding any additional information needed and request any documentation necessary to verify any factors.

All preferences claimed on the application or while the family is on the waiting list will be verified after the family is selected from the waiting list and during the final eligibility determination.

If a claimed preference cannot be verified, the preference will be removed and the applicant will be returned to the proper place on the waiting list without the preference.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

After all HUD and HHA eligibility factors and the preference, if any, are verified and when HHA is ready to select applicants, HHA will call the applicant and notify the applicant of selection. If the applicant is not available by phone, HHA will notify the applicant by letter via first class mail.

Requirement to Attend Interview

HHA utilizes the final eligibility interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other HHA services or programs which may be available.

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

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, is required to attend an interview within 7 calendar days to review the information and to certify by signature that all of the information is complete and accurate.

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

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

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing. (See Chapter “Appeals by Applicants Determined Ineligible.”)

All adult members, and head of household and spouse regardless of age, must sign form HUD-9886, "Release of Information," the declarations and consents related to citizenship/immigration status and any other documents required by **HHA**. Applicants will be required to sign specific verification **and release of information** forms for information that is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and releases as required by **HHA**.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to **preferences**, eligibility and rent calculation.

If **HHA** determines at or after the interview that additional information or document(s) are needed, **HHA** will request the document(s) or information in writing. The family will be given **7 calendar** days to supply the information.

If the information is not supplied in this time period, **HHA** will provide the family a notification of denial for assistance. (See Chapter “Appeals by Applicants Determined Ineligible.”)

E. PROCESSING APPLICATIONS

As families approach the top of the waiting list, the following items will be verified to determine qualification for admission to **HHA**'s housing:

- Preference verification
- Family composition and type (elderly/non elderly)
- Annual Income
- Assets and Asset Income
- Deductions from Annual Income
- Social Security Numbers of all family members
- Information used in applicant screening
- Citizenship or eligible immigration status
- Criminal History Report

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, **HHA** will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by **HHA**, and the **resident** suitability determination (see Chapter on Eligibility for Admission).

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list.

Chapter 4 RESIDENT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing the Waiting List)
[24 CFR 960.203, 960.204, 960.205, 960.206]

INTRODUCTION

It is HHA's policy that each applicant shall be assigned an appropriate place **on the HHA jurisdiction-wide waiting list**.

Applicants will be listed in sequence based upon: date and time the application is received, the size and type of unit they require, and factors of preference or priority.

In filling an actual or expected vacancy, HHA will offer the dwelling unit to an applicant in the appropriate sequence, **with the goal of accomplishing reconcentration of poverty and income-mixing objectives**. HHA will offer the unit until it is accepted. This Chapter describes HHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

HHA's Objectives

HHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is HHA's objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

When appropriate units are available, families will be selected from the waiting list in their preference-determined sequence.

By maintaining an accurate waiting list, HHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on HHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

A. MANAGEMENT OF THE WAITING LIST

HHA will administer its waiting list as required by 24 CFR Part 5, Part 945 and Part 960, Subparts A and B. The waiting list will be maintained in accordance with the following guidelines:

The application will be a permanent file.

All applicants in the pool will be maintained **in order of preference and in order of date and time of application receipt**.

Applications equal in preference will be maintained by **date and time sequence**.

All applicants must meet applicable income eligibility requirements as established by HUD.

Multiple Families in Same Household

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

Treatment of Single Applicants

Single applicants will be treated as any other eligible family on the HHA waiting list

B. WAITING LIST PREFERENCES

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

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

Families who reach the top of the waiting list will be contacted by HHA to verify their preference and, if verified, HHA will complete a full application for occupancy. Applicants must complete the application for occupancy and continue through the application processing and may not retain their place on the waiting list if they refuse to complete their processing when contacted by HHA.

1. Date and time of receipt:

Among applicants of equal preference status, the waiting list is organized by date and time of the completion of the initial screening.

2. Families with Incomes Needed to Achieve Deconcentration of Poverty and Income-Mixing:

This preference is for families with incomes needed to achieve deconcentration of poverty and income-mixing goals.

Local Preferences

* **Local preferences will be used to select among applicants on the waiting list. Public hearing/ public notice with opportunity for public comment will be held before HHA adopts any local preference.**

***HHA has the following Local Preferences which are verified as indicated:**

This preference is for families with incomes needed to achieve deconcentration of poverty and income-mixing goals.

1. **Working Family/Elderly Family/Disabled Family Preference**
(24 CFR 960.206(b)(2)):

A working family is a family whose head, spouse or sole member is gainfully employed and/or enrolled in an educational or training program at least 30 hours per week at no less than minimum wage and has been continuously employed or enrolled as such for at least the immediate past sixty (60) calendar days. This preference is automatically extended to elderly families or families whose head or spouse meets the HUD/Social Security definition of disability.

As previously defined, an elderly family is a family whose head, spouse, or sole member is a person who is at least 62 years of age, or two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides. (CFR 5.403)

As previously defined, a disabled family is a family whose head, spouse, or sole member is a person with disabilities, or two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides. (CFR 5.403)

*This preference includes families who are graduates of or are participants in educational and training programs designed to prepare the individual for the job market.

Verification of Working Family/Elderly Family/Disabled Family Preference

Employment and/or enrollment in an educational or training program will be verified by a signed statement from the employer and/or agency indicating dates of employment or enrollment, number of hours worked or spent in the educational or training program per week, hourly wage, and anticipation of continuous employment and/or enrollment. The verifications must establish that the head, spouse or sole member is gainfully employed and/or enrolled for at least 30 hours per week and, if working, at no less than minimum wage and has been continuously employed or enrolled as such for at least the immediate past sixty (60) calendar days. Age will be verified by documents establishing birth date. Disability is verified by completion of the verification of disability form.

1. Victim of Domestic Violence Preference:

HHA will offer a local preference to applicants that are a victim of domestic violence, dating violence, sexual assault, and stalking within the past 6 months. Families are also eligible for this preference if there is proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home. The following criteria are used to establish a family's eligibility for this preference:

No applicant for the program who has been a victim of domestic violence, dating violence, sexual assault or stalking shall be denied admission in to the program if they are otherwise qualified.

This preference is for applicants where actual or threatened physical violence is directed against the applicant or other members of the applicant's household within the past 6 months. HUD defines this as "actual or threatened physical violence directed against one or more members of the applicant's family by a spouse or other members of the applicant's household." Actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member who lives in the unit with the family.

An applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced.

The applicant must certify that the abuser will not reside with the applicant unless HHA gives prior written approval.

HHA will approve the return of the abuser to the household under the following conditions:

HHA verifies that the abuser has received therapy or counseling that appears to minimize the likelihood of recurrence of violent behavior.

A counselor, therapist or other appropriate professional recommends in writing that the individual be allowed to reside with the family.

If the abuser returns to the family without approval of HHA, HHA will deny or terminate assistance for breach of the certification.

Right to confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking) provided to the HHA or to a HHA owner or manager in connection with a verification required under the Victim of Domestic Violence preference (HUD Form 5382) or verification provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where the information disclosed is:

1. Requested or consented to by the individual in writing, or
2. Required for use in connection with a termination of HCV (Section 8) assistance, as

- permitted in VAWA, or
3. Otherwise required by applicable law.

Certification may also be submitted on letterhead from local police, social service agency, court, clergy, physician, public or private shelter, or counseling facility concerning the domestic violence.

5. Substandard Housing Preference:

- * Applicants who live in substandard housing are families whose dwelling meets one or more of the following criteria provided that the family did not cause the condition:
- * Is dilapidated, as cited by officials of a code enforcement office and does not provide safe, adequate shelter; has one or more critical defects or a combination of defects requiring considerable repair; endangers the health, safety, and well-being of family.
- * Does not have operable indoor plumbing.
- * Does not have usable flush toilet in the unit for the exclusive use of the family.
- * Does not have usable bathtub or shower in unit for exclusive family use.
- * Does not have adequate, safe electrical service.
- * Does not have an adequate, safe source of heat.
- * Should, but does not, have a kitchen. Single Room Occupancy (SRO) Housing is not substandard solely because it does not contain sanitary and/or food preparation facilities in the unit.
- * Has been declared unfit for habitation by a government agency.

Families who are residing with friends or relatives on a temporary basis will be included in the substandard definition.

An applicant who is a "Homeless Family" is considered to be living in substandard housing.

"Homeless Families":

Lack a fixed, regular and adequate nighttime residence; AND

Have a primary nighttime residence that is a supervised public or private shelter providing temporary accommodations (including welfare hotels, congregate shelters and transitional housing), or an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not ordinarily used as a sleeping accommodation for human beings.

***Homeless families may maintain their place on the waiting list while completing a transitional housing program.**

A Homeless Family does not include anyone imprisoned or detained pursuant to Federal, State or local law or an Act of Congress.

Verification of Substandard Housing

Verification of substandard housing includes written or oral verification by a government agency or a notarized statement from the applicant's current landlord or owner of the unit that the unit's condition meets the definition of substandard. For "Homeless Families" verification is certification of this status from a public or private facility providing shelter to the family, or from local police or a social service agency.

6. Rent Burden Preference

Families paying more than 50% of their income for rent and utilities for at least 90 calendar days continuing through the verification of preference will receive this preference.

For purposes of this preference, "Family Income" is Gross Monthly Income as defined in the regulations.

"Rent" is defined as the actual amount due under a lease or occupancy agreement calculated on a monthly basis without regard to the amount actually paid, plus the monthly amount of tenant-supplied utilities which can be either:

HHA's reasonable estimate of the cost of such utilities, using the Section 8 Utility Allowance Schedule; or

The average monthly payments the family actually made for these utilities in the most recent 12-month period, or if information is not obtainable for the entire period, the average of at least the past **90 calendar days**.

An applicant family may choose which method to use to calculate utility expenses. Any amounts paid to or on behalf of a family under any energy assistance program must be subtracted from the total rent burden if included in Family Income. ***The applicant must show that they actually paid the utility bills, regardless of whose name the service is under.**

*** If the applicant pays their share of rent to a cohabitant and is not named on the lease, HHA will require both verification from the Landlord that the applicant resides in the unit, and verification from the cohabitant of the amount of rent paid by the applicant.**

Members of a cooperative are "renters" for the purposes of qualifying for the preference. In this case, "Rent" would mean the charges under the occupancy agreement.

Verification of Rent Burden

Families are required to verify their income, the amount of rent and utilities they are obligated to pay, and the period of time they have been residing in their current unit. Families must furnish copies of rental receipts and/or the lease. HHA may contact the landlord directly by mail or telephone.

In cases where the family pays rent to a co-renter or sublets the unit, HHA requires a notarized certification from the person who receives the money from the applicant, and verification from the owner that the family resides in the unit.

If there is no rental agreement, and no other landlord verification, HHA requires documentation verifying that rent and utilities is more than 50% of income for at least the previous 90 calendar days.

If there is no lease or occupancy agreement and the family is receiving public assistance, HHA may verify the amount of rent and address of the unit with the appropriate social service agency. If there is no lease or occupancy agreement, and the family is not receiving public assistance, HHA will require receipts and other forms of identification which indicate the residence. Such documents include receipts, telephone bills, utility bills, driver's license, school records. Documentation of the amount of rent due must be provided for a period of 90 calendar days.

HHA can use either the actual cost of utilities or HHA's HCV utility allowance schedule. In order to verify the amount the family actually paid for utilities that were not covered in the rent. If the HCV Utility Allowance Schedule is not used:

Copies of receipts, canceled checks, bills showing previous utility payments
Written verification of consumption costs directly from the utility or service supplier
Verification must be provided for a minimum period of 3 months

C. ORDER OF SELECTION FOR GENERAL OCCUPANCY (FAMILY) DEVELOPMENTS

- Date – Time
- Deconcentration
- Local Preference

D. ORDER OF SELECTION FOR M.E. ANDERSON APARTMENTS

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

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

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

HHA has established the following local admissions preferences for Mixed Population developments. Per HUD regulations, equal preference must be given to Elderly Families and Disabled Families:

M.E. Anderson is designated for elderly families and disabled families only.

E. VERIFICATION OF PREFERENCE QUALIFICATION

* The family may be placed on the waiting list upon their certification that they qualify for a preference. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

* **HHA** will reverify a preference claim if **HHA** feels the family's circumstances have changed.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the Local Preference.

* When **HHA** anticipates vacancies the family will be sent a full application packet to the applicant's last known address. The full application will include a preference verification, and reference request to be verified at the interview.

Change in Circumstances

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

F. PREFERENCE DENIAL

If **HHA** denies a preference, the applicant will be placed on the waiting list without benefit of the preference.

HHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for a **review**. The applicant will have **7 working** days to request the meeting **in writing**. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

* **Any applicant who knowingly falsifies documents or makes false statements in order to**

qualify for any preference will be removed from the waiting list with notification to the family.

G. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

Before applying its preference system, **HHA** will first match the characteristics of the available unit to the applicants available on the waiting lists. Offers will be made first to tenants requiring an accessible unit or accessible features for persons with disabilities and unit size, then ; deconcentration or income mixing, income targeting, or units in housing designated for the elderly limit, the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

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

***HHA's Deconcentration Policy, as described in the PHA Plan, may include skipping of families on the waiting list in order to bring families above the established income range into developments below the established income range, and to bring families below the established income range into developments above the established income range.**

H. INCOME TARGETING

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

***Hereafter families whose incomes do not exceed 30% of area median income will be referred to as "extremely low income families."**

HHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRA by admitting less than 40 percent of "extremely low income families" to public housing in a fiscal year, to the extent that admissions of extremely low income families to the **HHA's** voucher program during **HHA's** fiscal year exceeds the 75 percent minimum targeting requirement for **HHA's** Section 8 Voucher Program. This fungibility provision discretion by **HHA** is also reflected in **HHA's** Administrative Plan.

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

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

The number of public housing units that 1) are in public housing projects located in

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

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

***Low Income Family Admissions**

HHA will admit only families whose incomes do not exceed 80% of the HUD approved area median income.

I. UNITS DESIGNATED FOR THE ELDERLY

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

HHA will take the following action when processing families for developments designated for the elderly:

When there are insufficient elderly families who wish to reside in a development, near-elderly families (head or spouse ages 50-61) receive a preference for this type of unit.

Families with members who require a unit with accessible features will receive preference for such units over families who do not require such features.

Procedure to Be Used When There Are Insufficient Applicants on the List

Where HHA anticipates that there are insufficient elderly or near-elderly families on the waiting list for these units HHA will notify local senior service centers and local media sources aimed at the elderly to recruit elderly families for the waiting list for these projects.

When there are no elderly applicants from other sites interested in the elderly-designated development, after conducting outreach, near-elderly applicants who are 50-61 years of age can be admitted to the elderly-designated development. If there are no near-elderly applicants on the list, the development housing management staff will contact near-elderly applicants on other development lists to determine interest and add to their list, if applicable.

J. UNITS DESIGNATED FOR THE DISABLED

In accordance with the 1992 Housing Act, disabled families with a head, spouse or sole member who qualifies as a person with disabilities as defined in 24 CFR 945.105 will receive a preference for admission to units that are covered by a HUD-approved Allocation Plan.

HHA has units designed for persons with mobility, sight and hearing impairments (referred to as accessible units). These units were designed and constructed specifically to meet the needs of persons with mobility, visual and hearing impariments.

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

K. DECONCENTRATION OF POVERTY AND INCOME-MIXING

HHA's admission policy is designed to provide for deconcentration of poverty and income-mixing by bringing higher income **residents** into lower income **campus** and lower income **residents** into higher income projects.

Nothing in the deconcentration policy relieves **HHA** of the obligation to meet the income targeting requirement.

Gross annual income is used for income limits at admission and for income-mixing purposes.

Deconcentration and Income-Mixing Goals

HHA's deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely low-income families", will be to admit families above **HHA's** Established Income Range (EIR) to developments below the EIR, and families below **HHA's** EIR to developments above the EIR.

Deconcentration Applicability

* **HHA has covered developments (general occupancy, family developments) subject to the deconcentration requirement. These covered developments are described in the PHA Plan.**

Project Designation Methodology

Annually, **HHA** will determine the average income of all families residing in general occupancy developments.

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

HHA will then determine whether each general occupancy development falls above, within or

below the Established Income Range (EIR).

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

If a covered development is both below the 30 percent area-wide median and above the 115 percent income average for **HHA**-wide covered developments, it will be considered to be within the EIR.

HHA will then determine whether or not developments outside the EIR are consistent with local goals and strategies in the PHA Plan. Any deconcentration policy as needed is described in the PHA Plan.

Deconcentration Policy

If, at annual review, there are found to be development(s) with average income above or below the EIR, and where the income profile for a general occupancy development above or below the EIR is not explained or justified in the PHA Plan, **HHA** shall list these covered developments in the PHA Annual Plan.

HHA shall adhere to the following policies for deconcentration of poverty and income mixing in applicable developments.

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

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

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

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

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

HHA shall establish a preference for admission of working families in covered developments below the EIR.

Deconcentration Compliance

If, at annual review, the average incomes at all general occupancy developments are within the Established Income Range, HHA will be considered to be in compliance with the deconcentration requirement.

Skipping on the waiting list will only be in effect for as long as it takes to bring the development into compliance with the deconcentration policy.

L. PROMOTION OF INTEGRATION

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

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

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

M. OFFER OF PLACEMENT ON THE HOUSING CHOICE VOUCHERS (formerly known as Section 8) WAITING LIST

HHA will not merge the waiting lists for public housing and Housing Choice Vouchers ("HCV"). HHA will offer to place the family on both lists at the time of initial screening.

N. REMOVAL FROM WAITING LIST AND PURGING

The waiting list will be purged **at least annually** by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within **14 calendar** days, s/he will be removed from the waiting

list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply within the proscribed period.

* **Notices will be made available in accessible format upon the request of a person with a disability.**

* **HHA allows a grace period of 10 calendar days after completion of the purge. Applicants who respond during this grace period will be reinstated.**

O. OFFER OF ACCESSIBLE UNITS

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

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

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

First, to a current occupant of another unit, under HHA's control, who has a disability that requires the special features of the vacant unit.

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

When offering an accessible/adaptable unit to a non-disabled applicant, HHA will require the applicant to agree to move to an available non-accessible unit when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement. See "Leasing" chapter.

P. PLAN FOR UNIT OFFERS

The HHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, disability, marital status, familial status, age, creed, gender, religion, or national origin is:

* **Plan "A". Under this plan the first qualified applicant in sequence on the waiting list will be made two offers of a unit of the appropriate size.**

- **If more than one unit**
- **Of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for**

occupancy.

Unless the applicant has good cause for refusing the offer, the applicant must accept it or be removed from the waiting list.

Examples of good cause may include the following:

Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an education program for children with disabilities.

If a family is offered a larger unit than the occupancy guidelines call for and the family rejects the unit, it will be considered an offer and a rejection. If a family is offered a smaller unit than the occupancy guidelines call for and the family rejects the unit, it will not be considered an offer and a rejection.

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

Q. CHANGES PRIOR TO UNIT OFFER

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

R. APPLICANT STATUS AFTER FINAL UNIT OFFER

When an applicant rejects the final unit offer HHA will:

*** Removed from the waiting list.**

S. TIME-LIMIT FOR ACCEPTANCE OF UNIT

Applicants must accept a unit offer within 2 working days of the date the offer is made. **Accordingly, the applicant must contact HHA regarding the offer on or before the second working day after the day the offer was made. If an applicant fails to respond on or before the second working day after the offer, the offer is considered rejected.** If unable to contact an applicant by telephone, HHA will send a letter offering the unit. **The applicant must contact HHA on or before the date indicated in the letter offering the unit or the unit is considered rejected.**

The applicant may contact HHA regarding an offer by telephone, in writing, or in person.

Applicants Unable to Take Occupancy

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "*good cause*," **it will be considered a rejected offer.**

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

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

T. REFUSAL OF OFFER

If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.

Chapter 5 OCCUPANCY GUIDELINES

INTRODUCTION

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

A. DETERMINING UNIT SIZE

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

For occupancy standards, an adult is a person 18 years or older or an emancipated minor.

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

Generally HHA may assign one bedroom to two people within the following guidelines:

- * Adults of different generations, persons of the opposite sex (other than partners), and unrelated adults will not be required to share a bedroom.**
- * Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.**
- * Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.**
- * Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.**
- * Single person families shall be allocated one bedroom.**

The living room will not be used as a bedroom except for purposes of reasonable accommodation.

GUIDELINES FOR DETERMINING BEDROOM SIZE

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

B. EXCEPTIONS TO OCCUPANCY STANDARDS

HHA will consider granting an exception from the guidelines in cases where the family requests an exception and when **HHA** determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances exist warranting and exception, and there is a vacant unit available that complies with the exception.

If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

- * In all cases, where the family requests an exception to the general occupancy standards, HHA will evaluate the relationship and ages of all family members and the overall size of the unit.**
 - * At HHA's discretion the family may be offered a unit smaller than the preferred unit size, based on HHA's occupancy standards, if in doing so the family has an opportunity to be housed earlier.**
 - * For a three person family that includes two adults and an infant, HHA may allow the family to lease a one bedroom unit in a desired general occupancy project.**
- * In cases such as those above, a family that voluntarily accepts a unit that is smaller than what the family is eligible for will be required to sign a statement stating that unless there is an increase in family size the family agrees that they will not request transfer to a larger unit for at least 1 year.**

The family may request to be placed on waiting list for a unit containing more bedrooms in total than would be indicated by **HHA's** occupancy guidelines. The request must explain the need or justification for additional bedrooms. The necessity or justification must then be factually verified by **HHA** before the family is placed on the additional bedrooms unit list.

In its determination of whether to grant a requested exception for additional bedrooms,

HHA will consider the following factors:

Person with Disability

HHA will grant an exception upon request as a reasonable accommodation for persons with disabilities.

Circumstances may allow such an exception when:

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Further information regarding reasonable accommodations are located in Chapter 1.*

To avoid vacancies, HHA may offer to provide a family with a larger unit than the occupancy standards permit. The family must agree in writing to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available.

All members of the family residing in the unit must be approved by HHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform HHA within **10 calendar** days.

C. FAMILY MOVES

When a change in the circumstances of a **resident** family requires another unit size under the Occupancy Guidelines, HHA's ability to move the family is dependent upon the availability of a suitable bedroom size and type of unit. If suitable unit is not available at the time it is requested, HHA will place the family on the Transfer List.

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

Chapter 5A
APPEALS BY APPLICANTS DETERMINED INELIGIBLE
[24 CFR Part 960-208]

INTRODUCTION

This Chapter describes the policies to be used when applicants for public housing assistance disagree with an HHA decision of ineligibility for assistance. It is the policy of HHA to ensure that all families have the benefit of all protections due to them under the law.

The grievance procedures for **HHA residents** is different than and do not apply to **HHA** eligibility determinations. The HHA resident grievance procedure is set forth in Chapter 14.

A. APPEALS BY APPLICANTS FOR ISSUES NOT RELATED TO CRIMINAL BACKGROUND INFORMATION

Applicants who are determined ineligible, who do not meet **HHA's** admission standards, including the reason for the determination.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing. Applicants must submit their request for an informal hearing in writing to **HHA** within **7 calendar** days from the date of **service of** the notification of their ineligibility. **The request must include:**

- The particular grounds upon which the appeal is based;**
- All supporting appeal documentation;**
- The action requested by the applicant; and**
- The name, address, and telephone number of the applicant, and contact information for the applicant's representative, if any.**

If the applicant requests an informal hearing, **HHA** will provide an informal hearing within **10 calendar** days of receiving the request. **HHA** will notify the applicant of the place, date, and time.

Informal hearings will be conducted by an impartial hearing officer, and in most cases informal hearings will be conducted by a member of HHA management. The applicant may bring to the hearing any additional documentation or evidence s/he wishes and the applicant's evidence along with the data compiled by **HHA** will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within **10 calendar** days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file. The HHA Executive Director will have final and binding approval over determinations of the Hearings Officer.

B. APPEALS BY APPLICANTS RELATED TO INFORMATION ON CRIMINAL BACKGROUND

Applicants who receive a pre-denial letter based on information in their criminal background may appeal the decision by providing the HHA written request for appeal. Applicants must provide written documentation demonstrating they have successfully completed items as outlined in the Criminal Background Entry/Re-Entry Policy as described in Chapter 2, within 7 calendar days of receiving the pre-denial letter.

Upon receipt of adequate documentation the Admissions Specialist will schedule an appeal meeting for the applicant with the Executive Director or Appointee. All documents will be reviewed and the Executive Director or their appointee will make a formal decision to determine final eligibility. Should the HHA deny entry based on the appeal/written documentation and other data compiled by HHA the applicant will then be entitled to request an informal hearing process, as outlined above, within 7 days of receiving the denial of eligibility determination letter.

C. APPEALS BASED ON PAST CRIMINAL ACTIVITY OR VIOLENT OFFENDERS

HHA is committed to providing safe, affordable housing to community members. Crime prevention in federally assisted housing is advanced by the ability of HHA to screen-out those who engage in illegal drug use or other criminal activity. Crime prevention and enforcement will be advanced by HHA's ability to evict and terminate assistance for persons who participate in drug related and criminal activity.

Individuals who have engaged in past drug related activity or past criminal activity, including persons listed as a violent offender on the Montana Violent Offender Registry or any other similar registry and who are denied eligibility by HHA accordingly, may appeal the denial of assistance. This appeal process is not available to those applicants listed as a sexual offender on the Montana Sexual Offender Registry or any other similar sexual offender registry.

The appeal will be conducted by an impartial hearing officer, which may include any officer or another impartial person or persons appointed by HHA.

For applicants denied eligibility based on past drug related activity and/or past violent criminal activity including registry listed violent offenders, the Hearing Officer will consider any offered letters of support or other evidence regarding the successful rehabilitation and self-sufficiency efforts of those who have previously engaged in past drug related or violent criminal activity. For applicants denied eligibility based upon past eviction from federally assisted housing for drug-related criminal activity, the Hearing Officer may waive the mandatory three year date from eviction waiting period of eligibility based upon a sufficient showing of rehabilitation, or in the event the past evicted disqualified household member is no longer a member of the applicant household.

If the applicant requests an appeal in writing that evidence of rehabilitation or lack of disqualifying factors exist, the applicant must provide sufficient evidence and documentation

demonstrating three or more of the following grounds for entry or re-entry , from separate entities:

- Successful completion of a treatment center program;
- Successful completion of a rehabilitation center program;
- Successful completion of a self- sufficiency course;
- Acceptance or willingness of the applicant or family to receive social services;
- Recommendation from a social worker;
- Recommendation from a counselor;
- Recommendations from community members, such as a police officer, landlord, neighbor, employer, teacher, agency worker, etc. (Recommendations from family and personal friends will not be considered);
- Proof of current employment from an employer;
- Proof of employment for the previous (6) six-months from an employer; and
- Any other documentation evidencing rehabilitation or probability of future favorable conduct.

Hearing Procedures

The hearing shall be held before a HHA designated Hearing Officer.

The applicant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

The opportunity to examine and to copy before the hearing, at the expense of the complainant, all documents, records and regulations of HHA that are relevant to the hearing with at least a 24-hour notice to HHA prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by HHA at the hearing;

HHA shall also have the opportunity to examine and to copy at the expense of HHA all documents, records and statements that the applicant plans to submit during the hearing to refute HHA's inaction or proposed action with at least 24-hour notice to the complainant prior to the hearing. Any documents not so made available to HHA may not be relied upon at the hearing;

The right to a private hearing unless otherwise waived by the Applicant;

The right to be represented by counsel or other person chosen as a representative;

The right to present evidence and arguments in support of the appeal, to controvert evidence presented by HHA, and to confront and cross-examine all witnesses upon whose testimony or information HHA relies, limited to the issues of eligibility.

The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the applicant or HHA fail to appear at the scheduled hearing, the Hearing Officer may make a determination that the party has waived his/her right to a hearing. Such a determination in no

way waives the applicant's right to appropriate judicial proceedings in another forum.

Burden of Proof

At the hearing, the applicant must first make a showing of an entitlement to the relief sought and thereafter HHA must sustain the burden of justifying the HHA determination of ineligibility.

The HHA Executive Director will have final and binding approval over recommendations of the Hearings Officer.

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

INS Determination of Ineligibility

If an applicant family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, **HHA will notify** the applicant or **resident** within ten **working** days of their right to appeal to the INS or to request an informal hearing with **HHA**, either in lieu of or subsequent to the INS appeal.

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

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

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

Deny the applicant family.
Terminate the participant.

However, if there are eligible members in the family **HHA** will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

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

Residents whose assistance is pro-rated (either based on their statement that some

members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of **Resident** Rent and Total Tenant Payment.

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

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

Chapter 6
DETERMINATION OF TOTAL TENANT PAYMENT
[24 CFR 5.609, 5.611, 5.613, 5.615, 5.628, 5.630]

INTRODUCTION

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

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the Quality Housing and Work Responsibility Act now gives PHAs broader flexibility. **HHA's** policies in this Chapter address those areas that allow **HHA** discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. MINIMUM RENT

The minimum rent for **HHA** is **\$50**. The minimum rent refers to a minimum total tenant payment and not a minimum **resident** rent.

The Total Tenant Payment is the greater of:
30% of the adjusted monthly income
10% of the monthly income
The Minimum rent as established by **HHA**

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

HHA Procedures for Notification to Families of Hardship Exemptions

HHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exemption under the law.

HHA will notify all families at time of lease-up of their right to request a minimum rent hardship exemption.

A housing technician will document in the family's file that the family has been notified of their right to request a minimum rent hardship exemption.

HHA notification will advise the family that hardship exemption determinations are subject to **HHA** grievance procedures.

HHA will review all **resident** requests for exemption from the minimum rent due to financial hardships.

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

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

Exemptions to Minimum Rent

HHA will immediately grant the minimum rent exemption to all families who request it beginning the month following the family's written request for a hardship exemption.

The Minimum Rent will be suspended until **HHA** determines whether the hardship is:

- Covered by statute
- Temporary or long term

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

*** HHA will use its standard verification procedures to verify circumstances that have resulted in financial hardship, such as loss of employment, death in the family, etc.**

HUD Criteria for Hardship Exemption

A family qualifies for exemption from minimum rent if the family is unable to pay the minimum rent because of financial hardship, as described in the responsible entity's written policies. Financial hardship includes these situations:

- When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
- When the family would be evicted because it is unable to pay the minimum rent;
- When the income of the family has decreased because of changed circumstances, including loss of employment;
- When a death has occurred in the family; and
- Other circumstances determined by the responsible entity or HUD.

[24 CFR § 5.630(b)].

HHA Policy Regarding Hardship Exemption

For purposes of providing the hardship exemption to minimum rent in a fair and consistent manner, **HHA** has established policy regarding the above-mentioned HUD criteria.

"Loss of employment" is:

*** defined as being laid off or terminated through no fault of the employee. Loss of**

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employment does not, for the purposes of exemption to minimum rent, include voluntarily quitting employment.

***"Death in the family." Family, for the purposes of exemption to minimum rent, includes any adult on the public housing lease whose income is included in the determination of the TTP.**

***Financial Hardship Exemption Only Applies to Waiving the Minimum TTP**

The financial hardship exemption only applies to the payment of minimum rent (minimum TTP). The exemption does not apply to the other elements used to calculate the Total Tenant Payment. When the family is granted the financial hardship exemption, the family's TTP shall be the greater of:

30 percent of monthly adjusted income 10 percent of monthly income

Temporary Hardship

If HHA determines that the hardship is temporary (less than 90 **calendar** days), a minimum rent will be imposed, including back payment from time of suspension, but the family will not be evicted for nonpayment of rent during the 90 **calendar** day period commencing **the month following the family's request.**

Repayment Agreements for Temporary Hardship

HHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

*** If the family owes HHA money for rent arrears incurred during the minimum rent period, HHA will calculate the total amount owed and divide it by 6 to arrive at a reasonable payment increment that will be added to the family's regular monthly rent payment. The family will be required to pay the increased amount until the arrears are paid in full.**

***HHA will not enter into a repayment agreement that will take more than 6 months to pay off.**

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

Retroactive Determination

HHA will reimburse the family for minimum rent charges that took effect after October 21, 1998 that qualified for one of the mandatory exemptions.

*** If the family is owed a retroactive payment, HHA will offset the family's future rent**

payments by the amount which HHA owes the family.

B. INCOME AND ALLOWANCES

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

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 960.201)

Adjusted Income is defined as the Annual income minus any HUD allowable deductions.

Permissive Deductions

***HHA does not adopt any additional permissive deductions to annual income of residents. Allowable Deductions**

HUD has five allowable deductions from Annual Income:

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

C. TRAINING INCOME EXCLUSIONS

[24 CFR 5.609(c)]

HHA believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.

*** HHA will share information regarding new policies governing training income derived from qualifying employment training programs with applicants, participants and local social service providers. HHA's objective is to encourage families to move toward self-sufficiency by excluding from their annual income certain amounts earned through participation in various qualifying training programs. These training programs are aimed at offering the resident gainful employment skills. The exclusion of training income, in the calculation of annual income, is meant to be an incentive. It is HHA's hope that welfare agencies will adopt or modify their programs so that welfare recipients living in Public Housing will receive the maximum benefits from these income exclusions.**

*

In order to be eligible for the exclusion the resident must actually receive training under the provisions of the program. For purposes of this exclusion, it is not enough for the resident to merely be enrolled

1. Training Income Exclusions in Accordance with 24 CFR 5.609(c)(8)(v)

Income from training programs is excluded when the training program is in accordance with 24 CFR 5.609 (c) (8)(v) and has features that allow the training income of assisted housing residents to be excluded only while the resident is actively enrolled in the training program.

A training program qualifying under 24 CFR 5.609 (c)(8)(v) is defined as one with goals and objectives designed to lead to a higher level of proficiency, and one which enhances the individual's ability to obtain employment. The training program may have performance standards to measure proficiency. Training may include, but is not limited to:

Classroom training in a specific occupational skill;
On-the-job training with wages subsidized by the program, or
Basic education.

For this purpose Annual Income does not include the following:

Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs.

At all times the income to be excluded is the incremental income only.

"Incremental income" is defined by HUD as the increase between the total amount of welfare and earnings of a family member *prior* to enrollment in the training program and welfare and earnings of the family member *after* enrollment in the training program.

All other amounts, (such as child support and alimony), are treated in the usual manner in determining annual income. Child support, or other income that is not *earnings or benefits*, is

not a factor and will not be considered in regard to training income exclusions, regardless of whether they have increased or decreased.

Who is Eligible for the Exclusion

Any member of the resident's family is eligible for the exclusion, provided the individual is enrolled in the qualifying employment training program.

If a family has members who enroll in training programs at different times, the exclusion may be taken at different periods. The rules will be applied individually to each member based on which type of program they are enrolled in.

Verification

Upon verification, residents who are actively enrolled in a qualifying training program will have the incremental income from the training program excluded from their annual income.

Other Factors to be Considered

If a resident has no income the day they enter a training program, but has a history of employment in the past, **HHA** will review the resident's wages for the past 18 months and average the income. That averaged income will become the resident's base amount for determining incremental earnings. Exception: If the resident has no income and enrolls in a welfare program which requires participants to be enrolled in a job training program, the base pay for that resident will be zero.

The resident is required to notify **HHA** within **10 calendar** days of enrolling in a qualifying training program.

Residents who have a decrease in income as a result of enrolling in a training program may request an interim examination. **HHA** will determine the decrease in incremental income as a result of the training program and adjust the resident's rent accordingly.

Residents who do not notify **HHA** within **10 calendar** days of starting a training program, and have a decrease in income, will not have their rent adjusted retroactively.

D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS

The annual income for qualified families may not be increased as a result of increases in earned income beginning on the date on which the increase in earned income begins and continuing for a cumulative 12-month period. After the family receives 12 cumulative months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.

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

1. Whose annual income increases as a result of employment of a family member who was previously unemployed for one or more years prior to employment;
2. Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
3. Whose annual income increases, as a result of new employment or increased earnings of a family member during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least \$500. The qualifying TANF assistance may consist of any amount of monthly income maintenance, and/or at least \$500 in such TANF benefits and services as one-time payments, wage subsidies, and transportation assistance.

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

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

Amounts to be excluded are any earned income increases of a family member during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

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

Initial Twelve-Month Exclusion:

During the cumulative 12-month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, **HHA** will exclude from annual income any increase in income of the family member as a result of employment over the prior income of that family member.

While residents are receiving the benefit of the earned income exclusion they must continue to report changes in their income within 10 days.

Failure to report changes in income during the 100% exclusion period will not negatively impact the family by increasing the family's rent obligation. The time in which the family failed to report will count against the families 12 month 100% exclusion period.

Second Twelve-Month Phase-in Exclusion:

During the second cumulative 12-month period after the expiration of the initial cumulative 12-month period referred to above, **HHA** must exclude from annual income of a qualified family 50 percent of any increase in income of a family member as a result of employment over income of that family member prior to the beginning of such employment.

Maximum Four Year Disallowance:

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

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

No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

Applicability to 18-month Training Income Exclusions [formerly found in 24 CFR 5.609(c)(13)]:

If a **resident** meets the criteria for the mandatory earned income disallowance as outlined in 24 CFR 960.255, **HHA** shall not deny a **resident** the disallowance based on receipt of the earlier 18- month exclusion.

Applicability to Child Care and Disability Assistance Expense Deductions:

The amount deducted for childcare and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for childcare and disability assistance expense deductions.

Tracking the Earned Income Exclusion

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

***Such documentation will include:**

- * Date the increase in earned income was reported by the family**
- * Name of the family member whose earned income increased**
- * Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income**
- * Amount of the increase in earned income (amount to be excluded)**
- * Date the increase in income is first excluded from annual income**
- * Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any)**

- * Date the family member has received a total of 12 months of the initial exclusion**
- * Date the 12-month phase-in period began**
- * Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any)**
- * Date the family member has received a total of 12 months of the phase-in exclusion**
- * Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance)**

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

When a resident is within the initial twelve-month exclusion period of the Earned Income Disregard [24 CFR 960.255(b)], the resident still must notify any income changes within 10 days. However, their rent will not increase, if they fail to report the change of income, the PHA will count the time towards the tenants 12 month 100% EID. No adverse action can be taken against a resident in their 100% EID time for failing to report income.

If the tenant is in their 50% inclusion period, they must notify the PHA within 10 days of a change in income and are subject to the rules in Chapter 15 for failing to report income.

Inapplicability to Admission

The earned income disallowance is only applied to determine the annual income of families residing in public housing, and therefore does not apply for purposes of admission (including the determination of income eligibility or any income targeting that may be applicable).

E. INDIVIDUAL SAVINGS ACCOUNTS

* HHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

F. TRAINING PROGRAMS FUNDED BY HUD

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

G. WAGES FROM EMPLOYMENT WITH THE HHA OR RESIDENT ORGANIZATION

Upon employment with HHA or officially-recognized Resident Organization, the full amount of employment income received by the person is counted. There is no exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

H. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, HHA will:

*** Average known sources of income that vary to compute an annual income.**

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

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

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

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

Using Enterprise Income Verification (EIV) to Project Income

HUD requires the use of enterprise income verification (EIV). EIV is "the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals" [VG, p. 7].

HUD allows HHA to use EIV information in conjunction with family-provided documents to anticipate income [EIV].

HHA Policy

HHA procedures for anticipating annual income will include the use of EIV methods approved by HUD in conjunction with family-provided documents dated within the last 60 days of the HHA interview date.

The HHA will follow “HUD Guidelines for Projecting Annual Income When Enterprise Income Verification (EIV) Data Is Available” in handling differences between EIV and family-provided income data. The guidelines depend on whether a difference is substantial or not. HUD defines substantial difference as a difference of \$200 or more per month.

No Substantial Difference. If EIV information for a particular income source differs from the information provided by a family by less than \$200 per month, the HHA will follow these guidelines:

If the EIV figure is less than the family’s figure, the HHA will use the family’s information.

If the EIV figure is more than the family’s figure, the HHA will use the EIV data unless the family provides documentation of a change in circumstances to explain the discrepancy (e.g., a reduction in work hours). Upon receipt of acceptable family-provided documentation of a change in circumstances, the HHA will use the family-provided information.

Substantial Difference. If EIV information for a particular income source differs from the information provided by a family by \$200 or more per month, the HHA will follow these guidelines:

The HHA will request written third-party verification from the discrepant income source in accordance with 24 CFR 5.236(b)(3)(i).

When the HHA cannot readily anticipate income (e.g., in cases of seasonal employment, unstable working hours, or suspected fraud), the HHA will review historical income data for patterns of employment, paid benefits, and receipt of other income.

The HHA will analyze all EIV, third-party, and family-provided data and attempt to resolve the income discrepancy.

The HHA will use the most current verified income data and, if appropriate, historical income data to calculate anticipated annual income.

I. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to **complete a written certification every 3 months and undergo an interim recertification every 3 months.**

- * Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.**
- * HHA will request labor report for all adult members of families that report zero income.**
- *Where credit reports show credit accounts open, HHA will take action to investigate the possibility of fraud or program abuse.**

J. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

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

- 1. Excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member.**
- 2. Including the income and deductions of the member if his/her income goes to a family member.**

K. REGULAR CONTRIBUTIONS AND GIFTS

[24 CFR 5.609(a)(7)]

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

Any contribution or gift received every **2 months** or more frequently will be considered a "regular" contribution or gift, unless the amount is less than **\$600** per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter on "Verification Procedures," for further definition.)

*** If the family's expenses exceed their known income, HHA will make inquiry of the family about contributions and gifts.**

L. ALIMONY AND CHILD SUPPORT

[24 CFR 5.609(a)(7)]

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

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

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

HHA receives verification from the agency responsible for enforcement or collection.

The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

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

M. LUMP-SUM RECEIPTS

[24 CFR 5.609(b)(4 and 5), (c)(3 and 14)]

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

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

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

* HHA uses a calculation method which calculates retroactively or prospectively depending on the circumstances.

Prospective Calculation Methodology

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

The entire lump-sum payment will be added to the annual income at the time of the interim.

HHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year).

At the next annual recertification, **HHA** will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.

The lump sum will be added in the same way for any interims that occur prior to the next annual recertification.

*** If amortizing the payment over one year will cause the family to pay more than 40% of the family's adjusted income (before the lump sum was added) for Total Tenant Payment, HHA and the family may enter into a Repayment Agreement, with the approval of HHA's Finance Manager, for the balance of the amount over the 40% calculation.**

Retroactive Calculation Methodology

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

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

*** At HHA's option, HHA may enter into a Repayment Agreement with the family, otherwise the family must pay the retroactive amount due HHA in a lump sum.**

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

Attorney Fees

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

N. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

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

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

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

O. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

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

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

HHA's minimum threshold for counting assets disposed of for less than Fair Market value is **\$600**. If the total value of assets disposed of within the two-year period is less than **\$1200**, they will not be considered an asset.

P. CHILD CARE EXPENSES

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

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

If a **resident** is eligible for the earned income disallowance, the amount of deduction for childcare expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, the disregarded or excluded amounts cannot be used in determining the cap for the childcare expense deduction.

In cases where an adult family member is available to provide child care:

*** child care expenses will be allowed as a deduction when the family chooses a non- family member provider.**

Childcare expenses must be reasonable. Reasonable is determined by what the average childcare rates are in **HHA's** jurisdiction.

Allowability of deductions for childcare expenses is based on the following guidelines:

Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work.

Amount of Expense: HHA will survey local care providers and/or people paying verifiable child care in the community to determine what is reasonable. HHA will use the collected data as a guideline. If the hourly rate materially exceeds the guideline, HHA may calculate the allowance using the guideline.

Q. MEDICAL EXPENSES

[24 CFR 5.603]

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

*** Nonprescription medicines must be prescribed by a doctor or licensed health professional in order to be considered a medical expense.**

*** Acupressure, acupuncture and related herbal medicines will be considered allowable medical expenses.**

*** Chiropractic services will be considered allowable medical expenses.**

R. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

[24 CFR 5.520]

Applicability

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

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

Prorated TTP Calculation for Mixed Families

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

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

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

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

Prorated Flat Rent for Mixed Families

- **HHA has no public housing units in which the applicable Maximum Rent is greater than the flat rent. Therefore, if the Mixed Family chooses flat rent, the family will pay the flat rent for the unit.**
- **If the family chooses the flat rent they will not be eligible for a utility allowance.**

S. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

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

fraud; or failure to participate in an economic self-sufficiency program; or noncompliance with

a work activities requirement.

However, **HHA** will reduce the rent if the welfare assistance reduction is a result of: The expiration of a lifetime time limit on receiving benefits; or

A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment; or

A situation where a family member has not complied with other welfare agency requirements.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction.

The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction was imposed.

When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

Verification Before Denying a Request to Reduce Rent

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

The welfare agency, at the request of **HHA**, will inform **HHA** of:

amount and term of specified welfare benefit reduction for the family; reason for the reduction; and
subsequent changes in term or amount of reduction.

Cooperation Agreements

HHA has an unwritten cooperation agreement in place with the local welfare agency that assists **HHA** in obtaining the necessary information regarding welfare sanctions.

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

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

T. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

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

When the Utility Allowance exceeds the family's Total Tenant Payment, **HHA** will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to **the utility company and the family will be notified that the check is made out directly to the utility company.**

Resident-Paid Utilities

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

- * **When a resident makes application for utility service in his/her own name, he or she must sign a third party notification agreement so that HHA will be notified if the resident fails to pay the utility bill.**
- * **If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company or because the resident cannot pay the security deposit required by the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities.**
- * **Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.**

U. EXCESS UTILITY PAYMENTS

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

V. FAMILY CHOICE IN RENTS

Authority for Family to Select

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

Families are required to sign a disclosure of rent verification form at lease-up and at each annual recertification.

Families residing in public housing units **will be given the opportunity by HHA** to elect annually whether to pay income-based or flat rent.

Allowable Rent Structures

Flat Rents

HHA calculates flat rents using a rent reasonableness methodology,¹ as defined in 24 CFR Part 960.253(b), for determining the flat rent based on the market rent of comparable units in the private, unassisted rental market. Such a reasonable method should consider the location, quality, size, unit type, unit age, and any amenities;

If the flat rent, as determined by the rent reasonableness study, is at least 80 percent of the FMR, PHAs must set flat rents at the amount determined by the rent reasonableness study.

If the flat rent, as determined by the rent reasonableness study, is less than 80 percent of the FMR, PHAs must set flat rents at no less than 80 percent of the FMR, subject to the utility allowance that is tenant paid.

If the FMR falls from the previous year, PHAs, may, but are not required to lower the flat rent amount to 80 percent of the FMR;

PHA's are required upon issuance of new FMRs by HUD, the PHA must: Determine if the current flat rent is at least 80% of the new FMR;

Update the flat rent amounts if necessary to meet the 80% requirement within a reasonable time but no later than 90 days of HUD publishing new FMRs;

Apply the new flat rents to all new admissions and to existing families at the next annual rent option.

FLAT RENT INCREASE PHASE-IN REQUIREMENTS

Section 210 of the FY 14 Appropriations Act requires that if an existing tenant's rental payment would be increased by 35 percent or more as a result of changes to the flat rent amount, that the increase must be phased in such that a family would not experience an increase in their rental payment of more than 35 percent in any one year. **FLAT RENT AMOUNTS FOR FY2020 ARE:**

- Multi-Family Units
- 1 BEDROOM \$626.00
- 2 BEDROOM \$795.00
- 3 BEDROOM \$1,084.00
- 4 BEDROOM \$1,215.00
- 5 BEDROOM \$1,397.00

For those households in units that pay their own utilities, the applicable utility allowance for utilities paid will be deducted from the flat rent amount for the unit size as an adjustment to the flat rent for the actual rent paid. For those households in units that HHA pays all utilities, the flat rent amount for the unit size will be the actual rent paid.

HHA shall review the income of families paying flat rent not less than once every three years. Family composition will be reviewed annually for all families, including those paying flat rent.
Income-Based Rents

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

30 percent of the family's monthly adjusted income; 10 percent of the family's monthly income; or HHA's Minimum TTP of \$50.

Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay HHA's flat rent, HHA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the family is unable to pay the flat rent because of financial hardship, including:

Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income or other assistance;

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

Such other situations as may be determined by HHA.

*** All hardship situations will be verified.**

Once a family switches to income-based rent due to hardship, the family must wait until the next annual reexamination to elect whether to pay income-based rent or flat rent.

Annual Re-examination

During the family's regular annual re-examination, the family will be asked to select flat rent or income-based rent. The HHA form will state the flat rent amount, and an estimate, based on current information, what the family's income-based rent will be.

If the family indicates they choose flat rent, the family must fill out and return **the HHA** form to certify family composition. This form will be retained in the **resident** file.

If the family indicates they choose income-based rent, a re-examination appointment will be
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scheduled according to **HHA** policy.

Chapter 7
VERIFICATION PROCEDURES
[24 CFR, Part 5, Subpart B; 24 CFR 960.259]

INTRODUCTION

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

A. METHODS OF VERIFICATION AND TIME ALLOWED

HHA will verify information through the four methods of verification acceptable to HUD in the following order:

1. Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (not available for income of verifications of applicants).
2. Upfront Income Verification (UIV) using non-HUD system.
3. Third-Party Written Verification Documents: Mandatory use to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV reported employment and income information and is unable to provide acceptable documentation to support dispute.
4. Written Third Party Verification Form; Mandatory use if written third party verification documents are not available or rejected by the PHA as untrustworthy, incomplete or undecipherable .
5. Oral Third Party Verification: Mandatory use if written third party verification documents or forms are not available.
6. Written Family Declaration: Used as final default method when no third party verification is available.

If third party verification is not received directly from the source, **HHA** staff will document the file as to why third party verification was impossible to obtain and another method was used (such as reviewing documents families provide.) (See Chapter on Applying for Admission.) For applicants, verifications may not be more than **60 calendar days** old at the time of a unit offer. For **residents**, they are valid for **60 calendar days** from date of receipt.

Regardless of these timeframes, Criminal History Reports will be used as a valid verification for no longer than 90 calendar days after their issuance.

Third-Party Written Verification

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

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

Third-Party Oral Verification

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

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within **14 calendar** days, **HHA** will utilize documents provided by the family as the primary source if the documents provide complete information.

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

HHA will accept the following documents from the family provided that the document is trustworthy such that tampering would be difficult and easily detected:

1. Printed wage stubs;
2. Computer printouts from the employer; and
3. Signed letters (provided that the information is notarized or confirmed by phone).

Other documents noted in this Chapter as acceptable verification HHA will accept photocopies and faxed documents.

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

Self-certification/Self-declaration

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

Self-certification/declaration means a **truthful and notarized statement**.

B. RELEASE OF INFORMATION

All adults, and head of household and spouse regardless of age, are required to sign HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

In addition, the family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886.

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

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of **residency** because it is a family obligation under **residency** to supply eligibility and income information requested by **HHA** or HUD.

C. COMPUTER MATCHING

HUD's Enterprise Income Verification (EIV) System is a resource that must be used by every PHA to verify participant income.

The EIV system is a web-based application which provides PHAs with employment, wage, unemployment compensation, and social security benefit information of participants in the Public Housing and Housing Choice Voucher programs. Information in EIV is derived from computer matching programs with the Social Security Administration (SSA) and the Department of Health and Human Services.

D. ITEMS TO BE VERIFIED

All income not specifically excluded by the regulations. Zero-income status of household. **Zero income applicants and residents will be required to complete a family expense form at each certification or recertification interview.**

Full-time student status including high school students who are 18 or over.

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

Childcare expense where it allows an adult family member to be employed, seek employment or to further his/her education.

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

Disability assistance expenses to include only those costs associated with attendant care or

auxiliary apparatus that allow an adult family member to be employed.

Legal Identity

U.S. citizenship/eligible immigrant status. Required Disclosure of Social Security Numbers
All assistance applicants and residents must disclose a complete and accurate social security number for each member of the household, including foster children, foster adults and live-in aides. Children under the age of six are no longer exempt from the requirement.

Each resident who has not previously disclosed a SSN, has previously disclosed a SSN that HUD or the SSA determined was invalid, or has been issued a new SSN, must submit their complete and accurate SSN and the documentation required to verify the SSN at the time of the next interim or annual reexamination or recertification.

Those residents age 62 or older as of January 31, 2010 whose initial eligibility determination was begun before January 31, 2010, are exempted from this requirement.

Preference status, based upon HHA preferences. Familial status when needed for head or spouse definition.

Disability for determination of preferences, allowances or deductions.

E. VERIFICATION OF INCOME

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

Employment Income

HUD's Enterprise Income Verification (EIV) System is a resource that must be used by every PHA to verify participant income.

EIV is sufficient third-party verification when:

- The family does not dispute the data, and
- The current third-party documents provided by the family (mandatory from level 4 of the hierarchy, such as paystubs) are available.

The PHA must obtain additional third-party verification when the family disputes the EIV employer data.

Verification forms request the employer to specify the:

1. Dates of employment;
2. Amount and frequency of pay;
3. Date of the last pay increase;

4. Likelihood of change of employment status and effective date of any known salary increase during the next 12 months; and
5. Estimated income from overtime, tips, bonus pay expected during next 12 months. Acceptable methods of verification include:
 1. Employment verification form completed by the employer.
 2. Check stubs (minimum of 4 consecutive) or earning statements that indicate the employee's gross pay, frequency of pay or year to date earnings.
 3. W-2 forms plus income tax return forms.
 4. Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

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

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

Where doubt regarding reported income exists, an inquiry to the IRS for confirmation may be made, as determined by HHA on a case-by-case basis.

Social Security, Pensions, Supplemental Security Income (SSI), Disability Income

Acceptable methods of verification include:

1. The PHA is required to access EIV.
2. Benefit verification form completed by agency providing the benefits if different than EIV benefit verification.

Unemployment Compensation

The PHA is required to access EIV. Other acceptable methods of verification include:

1. Computer report electronically obtained or in hard copy, stating payment dates and amounts.
2. Verification form completed by the unemployment compensation agency.

Welfare Payments or General Assistance

Acceptable methods of verification include:

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

Computer-generated list of recipients from Welfare Department.

Alimony or Child Support Payments

Acceptable methods of verification include:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. Copy of latest check and/or payment stubs from Court Trustee.
3. If payments are irregular, the family must provide:
 - A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement and, if applicable, a computer report from the agency stating the payment history on the account including dates and amounts.
 - For amounts received directly from the parent, a notarized affidavit from the family indicating the amount(s) received.
4. Online documentation.

Net Income from a Business

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

Acceptable methods of verification include:

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

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

2. Audited or unaudited financial statement(s) of the business.
3. Credit report or loan application.
4. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.*
5. Family's notarized statement as to net income realized from the business during previous years.

* HHA may request the documentation identified in #4 above, regardless of the verification used.

Child Care Business

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

1. If the family has filed a tax return, the family will be required to provide it.
2. If child care services were terminated, a third-party verification will be sent to the parent whose child was cared for.
3. HHA will conduct interim reevaluations if the earned income exceeds HHA's established threshold.

Recurring Gifts

The family must furnish a **notarized** statement that contains the following information:

1. The person who provides the gifts;
2. The value of the gifts;
3. The regularity (dates) of the gifts; and
4. The purpose of the gifts.

Zero Income Status

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

HHA will request IRS information from the family.

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

HHA may perform a credit check.

The Helena Housing Authority may review a program participant's credit history in the case of possible program abuse. The information obtained will only be used to determine if a program participant is receiving additional monetary resources to pay for debts incurred on a monthly basis (credit cards, automobile payments, mortgage payments etc.).

If a credit report is obtained it will be at the project expense. No expense shall be passed on to the family. Information shall be requested on the form provided by the area credit bureau. Information on the credit report regarding specific names of the creditors (Northwestern Energy, City of Helena, department store names, banks, etc...) are not to be revealed because of an agreement between the HHA and the Trans Union LLC, Fair Isaac Corporation, and Tenant PI, LLC which prohibits such disclosures. The family will be advised that the information supplied by the Credit Bureau revealed that their record shows excessive monthly financial obligations over which monthly monetary amount that were report to the HHA. If applicants choose to receive a copy of their credit history, they must do so through the Credit Bureau.

Full-Time Student Status

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

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

Verification of full time student status includes:

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

Verification of Income Exclusions

HHA will attempt third party verification of income exclusions wherever possible.

When third party verification of income exclusions is not possible or practical, a review of documents or notarized self certification will be obtained.

Exclusions from income that must be verified and reported on the 50058 include the following:

Expenditures for business expansion.

Amortization of capital indebtedness as deductions in determining net income of a business.

Withdrawals of cash or assets from a professional or business operation if the withdrawal is a reimbursement for cash or assets invested in the operation by the family.

Allowance for business asset depreciation, based on straight line depreciation, as provided in the Internal Revenue Service (IRS) regulations.

Income from employment of children or foster children under 18 years old.

Earnings in excess of \$480 for each full-time student 18 years old or older (excluding head of household and spouse).

Earned income disallowance.

Amounts earned by temporary Census employees; terms of employment may not exceed 180 calendar days for the purposes of the exclusion.

Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by the resident for performing a service for **HHA**, on a part-time basis, that enhances the quality of life in the development.

Stipends to reimburse residents for expenses for serving as members of the **HHA** governing board or commission.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

The full amount of military pay of any family member other than the head and spouse. If other family members are away from home in the military, **HHA** may remove their name from the lease and exclude their income.

Other military pay specifically excluded by law (e.g. Desert Storm active duty). Income of a live-in aide.

Earnings and benefits from employment training programs funded by HUD.

Reimbursement for out-of-pocket expenses while attending a public assisted training program.

Incremental earnings and benefits from participation in qualifying state and local employment programs.

Payments to volunteers under the Domestic Volunteer Services Act.

Payments received under programs funded in whole or in part under the Workforce Investment Act (WIA) (formerly known as the Job Training Partnership Act (JTPA)).

Earnings and benefits to any family member from an employment training and supportive services program during the exclusion period. The exclusion is applicable only if the family was admitted to the qualifying program prior to October 1, 1999.

Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Food stamps.

Annual Imputed Welfare Income if the family was not an assisted resident at the time of sanction.

Non-recurrent, short-term benefits under TANF assistance that:

Are designed to deal with a specific crisis situation or episode of need; Are not intended to meet recurrent or ongoing needs; and

Will not extend beyond four months.

Work subsidies under TANF assistance (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training).

Supportive services under TANF assistance such as child care and transportation provided to families who are employed.

Refundable earned income tax credits. Individual Development Accounts under TANF.

Services provided under TANF assistance such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support.

Transportation benefits under TANF assistance provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Lump-sum pension benefits payable as a death benefit.

Deferred periodic amounts from SSI benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

Deferred periodic amounts from Social Security benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Childcare arranged or provided under the Child Care and Development Block Grant Act.

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

Payments received under the Alaska Native Claims Settlement Act.

Income derived from certain sub-marginal land or the United States that is held in trust for certain Indian tribes.

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians. The first \$2000 of per capita shares from judgement funds awarded by Indian Claims.
Payments received under the Maine Indian Claims Settlement Act of 1980.

Payments received by Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation.

The first \$2000 of income received by individual Indians derived from interests or trust or restricted land.

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the **resident** family, who are unable to live alone).

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.

Full amount of student financial assistance paid directly to the student or to the educational institution.

Temporary, nonrecurring or sporadic income (including gifts).

Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
Adoption assistance payments in excess of \$480 per adopted child.

Refunds or rebates under state or local law for property taxes paid on dwelling unit.

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

Payments or allowances under DHHS' low-income home energy assistance program (LIHEAP).

Federal scholarships funded under Title IV of The Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance program.

Payments received from programs funded under Title V of the Older Americans Act of 1965.

Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the In Re Agent Orange product liability litigation.

Earned Income Tax Credit refund tax payments.

Any allowance paid under provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is a child of a Vietnam Veteran.

Any amount of crime victim compensation that the applicant (under the Victims Crime Act) receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims Crime Act because of the commission of a crime against the applicant.

F. INCOME FROM ASSETS

Acceptable methods of verification include:

Savings Account Interest Income and Dividends

Will be verified by:

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

Interest Income from Mortgages or Similar Arrangements

Will be verified by:

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

the certification or recertification.

Net Rental Income from Property Owned by Family

Will be verified by:

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
4. Lessee's written statement verifying rent payments to the family and family's notarized statement as to net income realized.

G. VERIFICATION OF ASSETS

Family Assets

HHA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash), including:

1. Verification forms, letters, or documents from a financial institution or broker.
2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
3. Quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate.
4. Real estate tax statements if the approximate current market value can be deduced from assessment.
5. Financial statements for business assets.
6. Copies of closing documents showing the selling price and the distribution of the sales proceeds.
7. Appraisals of personal property held as an investment
8. Family's Notarized Statement describing assets or cash held at the family's home or in safe deposit boxes.

[24CFR 5.609(b)(3)] PHA's must use the greater of either: (1) actual income resulting from all net family assets; or (2) a percentage of the value of such assets based upon the current passbook savings rate as determined by HUD when a family has net assets in excess of \$5,000.00.

PIH 2012-29 allows for PHA's to establish their own passbook rate that the PHA will apply in calculating imputed assets from income and the PHA must review its passbook rate at least annually to determine if it is within the safe harbor range.

www.fidic.gov/regulations/resources/rates/.

HHA Policy

HHA will use its own passbook rate that will be reviewed annually and taken from averaging local banks savings interest rate that are publicly available and that do not exceed HUD's safe harbor range.

Assets Disposed of for Less than Fair Market Value (FMV) during two years preceding effective date of certification or recertification.

For all Certifications and Recertifications, HHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

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

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

Written verification from the person who receives the payments is required. If the childcare provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number and schedule of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical and Disability Assistance Expenses

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

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a)

the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency;

2. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family
3. Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

- A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.
- Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.
- Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
- Copies of payment agreements or most recent invoices that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other records of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. **HHA** may use this approach for "general medical expenses," such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

HHA will use mileage at the **HHA's** rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

In All Cases the following is required:

- Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed; and
- Family's certification as to whether they receive reimbursement for

any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

- Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided; and
- Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
- In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

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

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

1. Certificate of Birth, naturalization papers.
2. Current, valid Driver's license.
3. U.S. military I.D.
4. U.S. passport.
5. Company/Agency Identification Card.
6. Department of Motor Vehicles Identification Card.

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

1. Certificate of Birth.
2. Adoption papers.
3. Custody agreement.
4. Health and Human Services ID.
5. School records

Verification of Marital Status

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

Verification of a separation may be a copy of court-ordered maintenance or other records. Verification of marriage status is a marriage certificate.

Familial Relationships

Self-certification will normally be considered sufficient evidence of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification. One or more of the following verifications will be required if self-certification is deemed insufficient by HHA:

1. Official identification showing name.
2. Birth Certificates.
3. Baptismal certificates.
4. Verification of guardianship is:
 - Court-ordered assignment.
 - Affidavit of parent.
 - Verification from social services agency.
 - School records

Split Households: Domestic Violence

Verification of domestic violence when assessing applicant split households includes information from:

1. A shelter for battered persons.
2. Police reports.
3. District Attorney's office.

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, **HHA** will consider any of the following as verification of their permanent absence. **When husband or wife institutes divorce action and** submits proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement. **When husband or wife institutes legal separation and** submits proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement.

Other forms or sources of information include:

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

2. Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.
3. Statements from other agencies such as social services that the adult family member is no longer living at that location. If no other proof can be provided, **HHA** will consider a Notarized Statement from the family. If the adult family member is incarcerated, a document from a court or prison or the applicable department of corrections should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

HHA may verify changes in family composition (either reported or unreported.)

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under 42 U.S.C. Section 423(d)(1)(A) of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

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

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

Eligible Immigrants who are 62 or over are required to sign a declaration of eligible immigration status and provide proof of age. No further verification of eligible immigration status is required.

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

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

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

Failure to Provide. If an applicant or resident family member fails to sign required declarations and consent forms or provide documents to determine their U.S. citizenship/eligible immigrant status, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification.

- **For applicants,** verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination.

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

1. Resident Alien Card (I-551).
2. Alien Registration Receipt Card (I-151.)
3. Arrival-Departure Record (I-94).
4. Temporary Resident Card (I-688).
5. Employment Authorization Card (I-688B).
6. Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status.

All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

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

Verification of Social Security Numbers

Social security numbers must be provided as a condition of eligibility for all family members'. Verification of Social Security numbers will be performed by producing a Social SecurityCard issued by the Social Security Administration.

New family members will be required to produce their Social Security Card. This document is to be provided at the time the change in family composition is reported to **HHA**.

Individuals at least 62 years of age or older as of January 31, 2010, whose initial eligibility determination was begun before January 31, 2010, are exempt from the requirement of providing a Social Security Card to be added as a new family member.

Medical Need for Larger Unit

A written certification signed by a licensed medical professional as a means of a reasonable accommodation that a larger unit is necessary must be submitted to HHA. See Chapter 1 for more information on reasonable accommodation requests.

J. VERIFICATION OF SUITABILITY FOR ADMISSION

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

1. Criminal History Reports.
2. Prior landlord references.
3. Physicians, social workers, and other health professionals.
4. **HHA** and Other PHA (to whom the family may owe debt) records. (See Chapter on Eligibility)

Ability to meet financial obligations under the lease

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

1. All applicants will be interviewed and asked questions about the basic elements of residency.
2. HHA may access a Credit Report on all applicants prior to selection.
3. HHA will determine if applicants owe any monies from previous residency or participation in any HUD housing program.
4. HHA will access HUD's EIV system to determine if there are debts owed.
5. HHA will independently verify the rent-paying history of all applicants for the previous 3 years directly with the landlord(s).

Drug-related or violent criminal activity

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

Housekeeping

HHA will obtain references from prior landlords for the previous 5 years to determine acceptable housekeeping standards.

Applicants may be required to attend initial screening classes as a condition of admission.

K. VERIFICATION OF WAITING LIST PREFERENCES

[24 CFR 960.206]

HHA implements the following Local Preferences which are verified as indicated.

Date and time of receipt

Among applicants of equal preference status, the waiting list is organized by date and time of the completion of the initial screening.

Families with Incomes Needed to Achieve Deconcentration of Poverty and Income-Mixing

This preference is for families with incomes needed to achieve de-concentration of poverty and income-mixing goals.

Working Family/Elderly Family/Disabled Family Preference (24 CFR 960.206(b)(2)).

A working family is a family whose head, spouse or sole member is gainfully employed and/or enrolled in an educational or training program at least 30 hours per week at no less than minimum wage and has been continuously employed or enrolled as such for at least the immediate past sixty (60) calendar days. This preference is automatically extended to elderly families or families whose head or spouse meets the HUD/Social Security definition of disability. As previously defined, an elderly family is a family whose head, spouse, or sole member is a person who is at least 62 years of age, or two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides. (CFR 5.403) As previously defined, a disabled family is a family whose head, spouse, or sole member is a person with disabilities, or two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides. (CFR 5.403) This preference includes families who are graduates of or are participants in educational and training programs designed to prepare the individual for the job market.

For Verification of Working Family/Elderly Family/Disabled Family Preferences, employment and/or enrollment in an educational or training program will be verified by a signed statement from the employer and/or agency indicating dates of employment or enrollment, number of hours

worked or spent in the educational or training program per week, hourly wage, and anticipation of continuous employment and/or enrollment. The verifications must establish that the head, spouse or sole member is gainfully employed and/or enrolled for at least 30 hours per week and, if working, at no less than minimum wage and has been continuously employed or enrolled as such for at least the immediate past sixty (60) calendar days. Age will be verified by documents establishing birth date. Disability is verified by completion of the verification of disability form.

Victim of Domestic Violence Preference:

This preference is for applicants where actual or threatened physical violence, dating violence, sexual assault or stalking is directed against the applicant or other members of the applicant's household within the past 6 months. HUD defines this as "actual or threatened physical violence directed against one of more members of the applicant's family by a spouse or other members of the applicant's household."

To verify a verification preference for Victim of Domestic Violence, the victim the applicant has a right to confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking) provided to the HHA owner or manager in connection with a verification required under the Victim of Domestic Violence preference (HUD Form 5382) or verification provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, excepted where disclosed if:

1. Requested or consented to by the individual in writing, or
2. Required for use in connection with a termination of Public Housing Assistance, as permitted VAWA, or
3. Otherwise required by law.

Certification of this preference may also be submitted on letterhead from local police, social service agency, court, clergy, physician, public or private shelter, or counseling facility concerning the domestic violence.

Substandard Housing Preference:

Applicants who live in substandard housing (provided that the family did not cause the condition) are families whose dwelling meets one or more of the following criteria:

1. Is dilapidated, as cited by officials of a code enforcement office and does not provide safe, adequate shelter; has one or more critical defects or a combination of defects requiring considerable repair; endangers the health, safety, and well-being of family.
2. Does not have operable indoor plumbing.
3. Does not have usable flush toilet in the unit for the exclusive use of the family

4. Does not have usable bathtub or shower in unit for exclusive family use.
5. Does not have adequate, safe electrical service.
6. Does not have an adequate, safe source of heat.
7. Should, but does not, have a kitchen. Single Room Occupancy (SRO) Housing is not substandard solely because it does not contain sanitary and/or food preparation facilities in the unit.
8. Has been declared unfit for habitation by a government agency.
9. Families who are residing with friends or relatives on a temporary basis will be included in the substandard definition.
10. An applicant who is a "Homeless Family" is considered to be living in substandard housing.

"Homeless Family " means:

- Lacking a fixed, regular and adequate nighttime residence; AND
- Having a primary nighttime residence that is a supervised public or private shelter providing temporary accommodations (including welfare hotels, congregate shelters and transitional housing), or an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not ordinarily used as a sleeping accommodation for human beings.

A Homeless Family does not include anyone imprisoned or detained pursuant to Federal, State or local law or an Act of Congress.

Homeless families may maintain their place on the waiting list while completing a transitional housing program.

Verification of substandard housing includes written or oral verification by a government agency or a notarized statement from the applicant's current landlord or owner of the unit that the unit's condition meets the definition of substandard. For "Homeless Families" verification is certification of this status from a public or private facility providing shelter to the family, or from local police or a social service agency.

Rent Burden Preference:

Families paying more than 50% of their income for rent and utilities for at least 90 calendar days continuing through the verification of preference qualify for this preference.

For purposes of this preference:

- "Family Income" is Gross Monthly Income as defined in the regulations.
- "Rent" is defined as the actual amount due under a lease or occupancy agreement calculated on a monthly basis without regard to the amount actually paid, plus the monthly amount of resident-supplied utilities which can be either:
 1. HHA's reasonable estimate of the cost of such utilities, using the Housing Choice Voucher/Section 8 Utility Allowance Schedule; or
 2. The average monthly payments the family actually made for these utilities in the most recent 12-month period, or if information is not obtainable for the entire period, the average of at least the past 3 months.

An applicant family may choose which method to use to calculate utility expenses. Any amounts paid to or on behalf of a family under any energy assistance program must be subtracted from the total rent burden if included in Family Income. The applicant must show that they actually paid the utility bills, regardless of whose name the service is under. If the applicant pays their share of rent to a cohabitant and is not named on the lease, HHA will require both verification from the Landlord that the applicant resides in the unit, and verification from the cohabitant of the amount of rent paid by the applicant.

Members of a cooperative are "renters" for the purposes of qualifying for the preference. In this case, "Rent" would mean the charges under the occupancy agreement.

Families are required to verify their income, the amount of rent and utilities they are obligated to pay, and the period of time they have been residing in their current unit. Families must furnish copies of rental receipts and/or the lease. HHA may contact the landlord directly by mail or telephone.

In cases where the family pays rent to a co-renter or sublets the unit, HHA requires a notarized certification from the person who receives the money from the applicant, and verification from the owner that the family resides in the unit.

If there is no rental agreement, and no other landlord verification, HHA requires documentation verifying that rent and utilities is more than 50% of income for at least the previous 90 calendar days.

If there is no lease or occupancy agreement and the family is receiving public assistance, HHA may verify the amount of rent and address of the unit with the appropriate social service agency. If there is no lease or occupancy agreement, and the family is not receiving public assistance, HHA will require receipts and other forms of identification which indicate the residence. Such documents include receipts, telephone bills, utility bills, driver's license, school records. Documentation of the amount of rent due must be provided for a period of 3 months.

HHA can use either the actual cost of utilities or HHA's Housing Choice Voucher/Section 8 utility allowance schedule.

To verify the amount the family actually paid for utilities not included in the rent if the Housing Choice Voucher/Section 8 Utility Allowance Schedule is not used, the family must provide the following:

1. Copies of receipts, canceled checks, bills showing previous utility payments; and
2. Written verification of consumption costs directly from the utility or service supplier verification must be provided for a minimum period of 3 months.

Chapter 8 TRANSFER POLICY

INTRODUCTION

The transferring of families is a very costly procedure, both to **HHA** and to the families. However, it is the policy of **HHA** to permit a resident to transfer within or between housing developments when it is necessary to comply with occupancy standards; or when it will help accomplish the Affirmative Housing goals of **HHA**; **or for other good reason at the discretion of HHA**. The transfer policy will be carried out in a manner that does not violate fair housing.

For purposes of this transfer policy the "losing development" refers to the unit from which the family is moving and the "gaining development" refers to the unit to which the family is transferring.

A. GENERAL STATEMENT

It is the policy of **HHA** to require or permit resident transfers, within and/or between **HHA** public housing developments for the following reasons:

1. To address emergency situations;
2. To address Reasonable Accommodation requests made by a person with a disability, a family member or someone acting on behalf of a person with a disability;
3. To facilitate relocation when required for modernization or other management purposes;
4. To facilitate resident requested transfers.

B. CATEGORIES OF TRANSFERS:

- A. **EMERGENCY TRANSFERS-** These transfers are mandatory when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which the unit is located, that cannot be repaired or abated within 24 hours. A certified medical condition of a family member, a law enforcement matter to include hate crimes, the safety of a witness to a crime, or for a victim of domestic violence, dating violence, sexual assault, or stalking. Additional examples of unit or building conditions would include: a gas leak; no heat in the building during the winter; no water; toxic contamination; and serious water leaks. Emergency Transfers will be considered Priority #1 transfers.
- B. **REASONABLE ACCOMMODATION TRANSFERS-** These transfers are necessary to allow for example, a family to move to an accessible unit or to a

unit with an accessible feature, a unit on the ground floor, or to a larger unit to allow for a live-in aide, as a reasonable accommodation to a household member with a disability, in accordance with the Reasonable Accommodation Policy. Reasonable Accommodation Transfers will be considered Priority #2 transfers.

C. **ADMINISTRATIVE TRANSFERS-** These transfers are mandatory to enable modernization work to proceed in a unit or building and to correct occupancy standards where the current unit is inappropriate for the size and composition (overcrowded (too large) or over- housed (too small)) of the family. These transfers also allow for non-emergency but medically advisable transfers and transfers approved by HHA when a transfer is the only or best way to solve a serious problem that interferes with peaceful enjoyment of the premises. Administrative Transfers will be considered Priority #3 transfers.

D. **TENANT REQUESTED TRANSFERS-** These transfers are made at the request of the family, usually for personal preference reasons. HHA will notify the resident of either approval or denial of the request, in writing, within 10 business days of receiving the request. Approval of the request will require the resident to be in good standing with HHA at the time the request is made and at the time of the actual unit transfer. This means the family must be in compliance with the lease, current with all payments to HHA with an acceptable payment history, and must pass a housekeeping/damage inspection. All resident requested transfers must be approved by the Property Manager. Residents' whose requests are approved will be placed on a waiting list in the order in which they are received. Resident Requested Transfers will be considered Priority #4 transfers.

E. **PROCESSING TRANSFERS**

A resident may request a transfer relating to any of the above referenced categories at any time. Requests may be made in writing, orally, or by any other effective means of communication, to the Property Manager, Admissions Specialist or the HHA Office. HHA will ensure that all oral requests are reduced to writing. All resident requested transfers for personal preference must be approved by the Property Manager.

F. **TRANSFER WAITING LIST**

HHA will maintain a waiting list of families who either require a unit transfer or have been approved to transfer. The waiting list will include the following information:

- A. Name and address of address of resident requesting transfer(s)'
- B. Date and time of each transfer request;
- C. Reason for transfer, including information regarding the resident's reasonable accommodation request and/or request for an accessible unit or a unit with accessible features.

- D. Current status or disposition of transfer request;
- E. Date of transfer (if transfer granted); and
- F. Name of resident transferred out of a unit to accommodate resident's disability if applicable.

Families will be transferred in the date order and priority assigned as the appropriate unit becomes available.

C. UNIT TRANSFER DUE TO A CHANGE IN FAMILY COMPOSITION

When a resident reports a change in family composition, HHA will:

- A. Determine the appropriate unit size in accordance with the occupancy standards; and
- B. Determine whether a unit transfer is required using the following criteria:
 1. Is there an appropriate unit size in accordance with the occupancy standards within HHA;
 2. Is there a market or waiting list for the unit size the resident would be vacating; and
 3. Is the resident expected to remain in the property for a period of time to make the unit transfer valuable to both the resident and HHA?

Upon determination that a resident is required to transfer to an appropriate size unit, HHA will notify the resident in writing. The resident will be placed on the transfer waiting list and offered the appropriate size unit as one becomes available for them. Unit transfers due to a change in family composition and/or to correct occupancy standard issues are mandatory.

D. TRANSFER COSTS AND TRANSFER FEES

Depending on the circumstances of the transfer, the resident is obligated to pay all the costs associated with the move. The following circumstances are those in which HHA will bear the reasonable costs of the transfer:

1. When a resident is transferred as a Reasonable Accommodation for a household member's disability, HHA is responsible for the costs to move the person, the HHA can request suggestions from the resident to obtain moving expenses from social service agencies or other similar sources. If the effort to obtain moving expenses is unsuccessful within thirty (30) days of the assignment of the dwelling unit, HHA shall pay the reasonable moving expenses, including utility fees and deposits; unless doing so would be an undue financial and administrative burden.
2. When the transfer is necessary in order to carry out modernization activities; or
3. When an action or inaction by HHA has caused the unit to be unsafe or uninhabitable.

The reasonable costs of transfers include the cost of packing, moving, and unpacking, and the cost of disconnecting and connecting any existing resident-paid utilities or services. HHA will reimburse the family for eligible out-of-pocket moving expenses up to HHA's established moving allowance with proper documentation.

Damages and cleaning charges when transferring must be paid in full within 30 days of the transfer. Disputes regarding damages and cleaning are subject to the grievance process found in Chapter 14.

E. SECURITY DEPOSITS

When a family transfers from one unit to another, the HHA will transfer their security deposit to the new unit. If when transferring to a larger unit due to changes in occupancy or as a tenant request and the deposit amount is higher in the new unit, the tenant will be responsible to pay the increased deposit amount will need to be paid at the time of the transfer.

The tenant will be billed for any maintenance or other charges due for the "old" unit. The charges will be due within 30 days.

F. TRANSFER OFFER AND ACCEPTANCE POLICY

A resident on the Transfer List will be offered an appropriate unit in the order of date and priority assigned. Following are cases in which the resident must transfer to the unit offered:

- A. Emergency situations where there is an immediate threat to the life, health or safety of the family due to a defect of the unit or building in which the tenant resides;
- B. When the transfer is necessary due to a change in family composition or to correct occupancy standard issues; or
- C. When HHA requires the current unit to be vacant to carry out modernization activities in the unit or the building.

Following are situations where a resident may pass on a unit offer and remain on the Transfer List for a second offer.

- A. When the resident has requested the transfer as a Reasonable Accommodation and the resident is unable to complete the transfer due to an existing medical condition at the time of the offer;
- B. When the resident has requested the transfer due to a law enforcement matter, domestic violence, or personal preference; or
- C. When HHA believes that transferring a resident is the only or best way to solve a serious problem within the property.

Following are situations when a resident may pass on a unit offer and remain on the Transfer waiting List:

When the resident has requested the transfer as a Reasonable Accommodation and the resident is

unable to complete the transfer due to an existing medical condition at the time of the offer;

In addition, when a resident that has requested a transfer as a Reasonable Accommodation the resident may have other reasons for not accepting a unit and or may decline a transfer.

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.

G. COMPLETION OF TRANSFER

Upon offer and acceptance of a unit the resident will complete the following:

- A. Upon maintenance completion of the new unit, the resident will sign a key log for the new unit and conduct an inspection with a Property Manager.
- B. The tenant will have eight (8) days to relocate to the new unit.
- C. An inspection of the old unit will be done and the tenant will be given 24 hours to clean.

Completing the transfer includes vacating the current unit, turning in keys to the current unit, and signing the appropriate lease documents for the new unit. Any change in rent will be effective on the day the resident actually occupies the new unit.

H. RENT ADJUSTMENTS OF TRANSFERRED RESIDENTS

Residents who have had a change in income since the last reexamination will have their rent set at the applicable amount beginning with the first day of the new lease.

I. REEXAMINATION DATE

At the time of the transfer, the annual recertification will be conducted and the family's reexamination date will be changed because a new lease has been executed.

The gaining development should be certain that the annual review is properly scheduled to give the staff time to redetermine rent in order to meet the established reexamination date.

J. DECONCENTRATION

If subject to deconcentration requirements, HHA will consider its deconcentration goals when transfer units are offered. When feasible, families above the Established Income Range will be offered a unit in a development that is below the Established Income Range, and vice versa, to achieve HHA's deconcentration goals. A deconcentration offer will be considered a "bonus" offer; that is, if a resident refuses a deconcentration offer, the resident will receive one additional transfer offer.

HHA's Section 504 Non-Discrimination Policy: In accordance with the requirements of Section 504 of the Rehabilitation Act of 1973, Helena Housing Authority (HHA) does not discriminate

on the basis of disability in admission or access to, or treatment or employment in its federally assisted programs and activities. HHA does not retaliate or discriminate against, or coerce, intimidate or threaten any individual who (1) opposes any act or practice made unlawful by Section 504; or (2) files a grievance and/or complaint, testifies, assists, or participates in any investigation, proceeding, or hearing under Section 504.

Grievances alleging that HHA discriminates against persons with disabilities should be directed to Michael M. O'Neil, 504 Coordinator (406) 442-7970 x124 or MT Relay Service at 711. Filing a grievance with the Section 504 Coordinator does not prevent the applicant, resident and/or his/her family member or guardian from filing a fair housing complaint with the following:

Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
1670 Broadway, 22nd Floor
Denver, CO 80202-4801

Phone: (303) 672-5437
Toll Free: 1-800-877-7353
Fax: (303) 672-5026
TDD: (303) 672-5248
Web: www.hud.gov



Chapter 9
LEASING
[24 CFR 966.4]

INTRODUCTION

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

A. LEASE ORIENTATION

An HHA representative will provide a lease orientation to the family head, co-head, if applicable, and spouse. The head, co-head, if applicable, and spouse are required to attend the lease orientation but the entire family is encouraged to attend. The orientation may be conducted with more than one family in attendance.

Lease Orientation Agenda

When families attend the lease orientation or otherwise known as Final Eligibility Application, they will be provided with the following information:

1. The amount of their initial rent;
2. The amount of their initial Security Deposit;
3. Whether they are required to place electric utility service in their name;
4. A copy of the HHA Tenant Handbook; and
5. A copy of current HHA charges and services fees.

B. LEASE TERMS

The initial term of the lease will be for 12 months. The lease will renew automatically for 12-month terms except for noncompliance with the community service requirement, as described in the chapter on community service and subject to tenant compliance with all other material terms of the lease.

Because the lease automatically renews for terms of 12 months, an annual **lease** signing process is not required.

C. EXECUTION OF LEASE

The lease shall be executed by the head of household, co-head, if applicable, spouse, and by an authorized representative of HHA, prior to admission.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the resident, and HHA will retain one in the resident's file. The lease is
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incorporated into this policy by reference. The lease document will reflect current HHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

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

A new lease is executed at the time of the transfer of a resident from one HHA unit to another.

If, for any reason, any signer of the lease ceases to be a member of the household, a lease rider will be executed removing the individual from the lease.

Lease signers must be persons legally eligible to execute contracts.

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

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

*Households that include a Live-In Attendant are required to execute a lease addendum authorizing the arrangement and describing the status of the attendant.

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

D. ADDITIONS TO THE LEASE

Requests for the addition of a new member of the household must be in writing on HHA's form and must be approved by HHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, HHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by HHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening are adults and emancipated minors.

2. Household additions that are not subject to screening:

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

3. Household additions that may be subject to screening, depending on HHA discretion:

HHA will request that the public housing resident provide HHA with a signed consent form from the parent(s) or legal guardian allowing HHA to check the juvenile records of a minor. Sources to be checked may include any of the following:

School Records (attendance/behavior)
Juvenile Probation/Court Records
Police Records

4. HHA will not approve the addition of a minor without verification of guardianship or written proof of legal custody or designated permissive custody of the minor.
5. HHA will give strict scrutiny to adding more than one new adult family member to the lease at a time, in order to ensure family compliance with HHA's Occupancy Guidelines...
6. Residents who fail to notify HHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by HHA, and the entire household will be subject to eviction [24 CFR 966.4(f) (2 and 3)].
7. Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The resident must notify HHA of the move-out within 10 calendar days of its occurrence and execute a lease rider.

Should an adult household member be removed from the lease and then seek to rejoin the household, they must comply with the additions to household screening process set forth in this paragraph.

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

E. VISITORS, LODGERS, ROOMERS, FORMER TERMINATED RESIDENTS AND SOME TYPES OF ABSENCES FROM THE UNIT

Residents must register any guest at the HHA office who the resident expects will stay at the dwelling unit for a period of 7 consecutive days or longer. HHA must be given sufficient notice and time to reject or approve the proposed guest for the period of visitation prior to their arrival.

HHA shall articulate grounds for rejection of a proposed guest.

The resident may not allow any given visitors to stay overnight more than 14 total days in a month period and no more than 30 total days in a 12 month period. Requests for extensions must be submitted in writing to the Executive Director. Visitors who remain beyond a preauthorized period of time and who are not included on the HUD 50058 form shall be considered trespassers and unauthorized occupants. Their unauthorized presence in the unit will be considered a breach of the lease and may result in termination of the lease.

Residents may submit a request to add a visitor to the Dwelling Lease as a household member if the resident would like the visitor to stay at the dwelling unit on a more frequent basis. A visitor will not be added to the Dwelling Lease without the prior written approval of HHA.

* If an individual other than a leaseholder is representing to an outside governmental agency that they are residing in the lessee's unit rather than simply using the address for the receipt of mail, such representation by the individual to the governmental agency shall be treated as their verification that they are a member of the household.

In determining the status of a visitor the HHA may consider:

1. Statements or observations from neighbors and/or HHA staff.
2. Vehicle license plate verification.
3. Post Office records.
4. Driver's license verification.
5. Law enforcement reports.
6. Credit reports.
7. Other reliable information.

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

The resident family bears the burden of proof that the individual is only a visitor and not residing in the unit. In the absence of such proof, the individual will be considered an unauthorized member of the family and HHA may terminate the family's lease since prior approval was not requested for the addition.

Roomers, Lodgers and Terminated Former Residents

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

Residents are not permitted to allow former residents of HHA who have been terminated for drug related or violent criminal activity to occupy a unit for any period of time. In the event a current resident allows a former trespassed resident to occupy their unit, such conduct will be considered a breach of the lease and may result in termination of the lease.

Residents shall not allow any trespassed person to occupy their unit. Such conduct will be considered a breach of the lease and may result in termination of the lease. **(a list of trespassed person is listed at www.hhamt.org)**

Resident Absences from the Unit Exceeding 7 Calendar Days

All rents and other charges owed by the resident to HHA must remain current during any absence.

No later than the first date of their departure, residents must advise HHA when they will be absent from their unit for more than 7 consecutive calendar days and provide a means for HHA to contact the resident in the event of an emergency during their absence. Failure to advise HHA of the absence or provide timely notice of the absence may result in the unit being considered abandoned or may be grounds for termination of the lease. Residents may not be absent from the unit for more than 30 consecutive days in a 12-month period and may not be absent from the unit for more than a total of 60 days in a 12-month period. A waiver of the absence limitations maybe granted by the Executive Director under compelling circumstances as determined solely by the Executive Director, but such waiver may not exceed 180 days during any consecutive 12 month period.

Absence for Medical Reasons

If a family member leaves the household for medical reasons to enter a facility such as a hospital, nursing home, or rehabilitation center, the family may request to be absent from the unit for up to 60 consecutive days. The request must be in writing and include verification of the medical necessity of the leave from a medical professional and must indicate the likelihood and timing of the family member's return. The family must provide a means for HHA to contact the family in the event of an emergency prior to their absence.

If needed, the family may request an extension of the medical leave absence beyond the initial 60 consecutive day medical absence. The request must be in writing and include verification of the medical necessity of the leave from a medical professional and must indicate the likelihood and timing of the family member's return.

The Executive Director will consider the request once documentation of medical necessity is received and may grant or deny the extension. Under no circumstances will a medical leave exceed a total of 180 days, during any consecutive 12 month period. The family must provide a means for HHA to contact the family in the event of an emergency. Rent and other charges must remain current.

If the verification indicates that the family member will be permanently confined, the family member will be considered permanently absent and to have abandoned their unit. If the verification indicates that the family member will return within the time period approved by HHA, the family member will not be considered permanently absent, as long as rent and other charges remain current.

If the person who is determined to be permanently absent is the sole member of the household or if the family will be absent longer than the time period approved by HHA, assistance will be

terminated in accordance with HHA's "Absence of Entire Family" policy.

Absence Due to Active Military Duty

When a resident is called to active military duty as that phrase is defined by Montana law, HHA will:

1. Allow a suitable guardian to move into the assisted unit on a temporary basis to care for any dependents that the military person leaves in the unit. Income of the guardian temporarily living in the unit solely for this purpose is not to be counted in determining family income and the amount of rent the family pays based on family income.
2. Carefully consider the circumstances of any case involving delayed payment of rent by the family and determine whether it is appropriate to accept or waive any applicable late payment.
3. In situations where a resident's activation has materially affected their ability to make timely and complete rent and other charges payments, consider delaying actions to terminate or evict remaining family members.
4. Allow the tenancy and dwelling lease to remain in effect for a reasonable period of time, not to exceed six months, even though all members of the military family are temporarily absent from the assisted unit because a member of the family has been called to active duty. After 6 months, HHA will reevaluate the situation and take appropriate action to balance the needs of the family with the need of HHA to make good use of scarce housing resources.
5. Special pay to a family member who is exposed to hostile fire while serving in the Armed Forces is specifically excluded from annual income (24 CFR 5.609 (c)(7)).

For further discussion of absences from the dwelling unit, see chapter entitled "Reexaminations."

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

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

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

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

HHA will require a non-disabled applicant to agree to move to an available non-accessible unit within 30 calendar days when either a current resident or an applicant needs the features of the

unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

G. UTILITY SERVICES

HHA cannot lease a unit to an applicant unless the person requesting housing has the ability to put utility services in their name, if applicable.

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

Failure to maintain utility services, including allowing the utility service default to HHA, during residency is a lease violation and grounds for termination.

Non-payment of excess utility allowance charge payments to HHA is a violation of the lease and is grounds for termination.

H. SECURITY DEPOSITS

New residents and transferring residents must pay a security deposit to HHA at the time of admission or transfer. Transferring residents may be required to pay a larger deposit based on new unit deposit requirements.

*** The amount of the security deposit required is established by bedroom size as follows:**

- 1 bedroom unit = \$350.00**
- 2 bedroom unit = \$450.00**
- 3 bedroom unit = \$550.00**
- 4 bedroom unit = \$650.00**
- 5 bedroom unit = \$750.00**

The security deposit can be made at lease-up, or in six monthly installments. The first installment being paid at lease up and the remainder of the deposit will be paid consecutively over the next five months following lease up.

Should HHA determine by review of your resident/unit repair record or smoking in your unit; that an increase in your security deposit is necessary to safeguard HHA property; such an increase may be requested as an amendment to your Dwelling Lease.

The HHA will hold the security deposit for the period the family occupies the unit. The HHA will not use the security deposit for rent or other charges while the resident is lawfully occupying the unit.

The HHA will conduct a move-out inspection and provide a copy of the Move Out Inspection Report to the departing tenant. The tenant will then be given 24 hours to correct the deficiencies noted in the Move Out Inspection Report. If the deficiencies are not corrected to the satisfaction of HHA, then HHA will proceed with the repair and cleaning deficiencies and provide a list of

charges against the security deposit within 10 business days of conducting the move-out inspection. If the departing tenant disagrees with the amount charged, the HHA will provide a meeting to discuss the charges at the tenant's request.

Within 30 days of move-out or subsequent to a surrender and acceptance of the leasehold premises, the HHA shall provide the departing tenant with a written list of any rent due and any damage and cleaning charges. The HHA may use the security deposit to pay for utilities which resident has failed to pay and which are then charged against or owed by HHA. Delivery of the list must be accompanied by payment of the difference, if any, between the security deposit and the permitted charges. Delivery must be accomplished by mailing the list and refund to the new address provided by the tenant or, if a new address is not provided, the tenant's last known address.

If the resident transfers to another unit, the PHA will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges due for the "old" unit.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition.

HHA will refund the Security Deposit within **10** calendar days after the move out inspection if there are no damages, no further cleaning required, no rent unpaid and no utility charges owed.

HHA will provide the **resident** or the person designated by the former **resident** in the event of the former **resident's** incapacitation or death with a written list of any charges against the security deposit. If the **resident** disagrees with the amount charged to the security deposit, **HHA** will provide a meeting to discuss the charges.

All keys to the unit must be returned to **HHA** upon vacating the unit. Failure to return all keys that have been recorded in the Key Log will result in a lock change charge.

If the resident transfers to another unit, HHA will transfer the security deposit to the new unit. If the new unit requires a larger deposit, the deposit must be paid in full prior to the transfer.

Pet Deposit

See chapters on pet policy.

I. RENT PAYMENTS

Rent is due and payable on the first day of every month at the HHA office located at 812 Abbey Street, Helena. Residents at the M.E. Anderson Building can also pay rent there. If the first day of the month falls on a weekend or holiday, the rent is due and payable on the first business day thereafter. If rent has not been paid by the 6th day of the month, a \$25.00 late fee will be charged and a 14-day notice of termination will be sent demanding payment in full including the late payment fee or the surrender of the premises.

J. FEES AND NONPAYMENT PENALTIES

Any payment received from the resident will be applied to the oldest rent due on the resident's account, unless the resident check directs otherwise in writing on the face of the check or with an accompanied written directive. If not such directives are provided any payments received will be applied first to the oldest rent due and then the oldest other outstanding charges due.

A charge of \$30 will be assessed against the resident for checks which are returned for non-sufficient funds (NSF), or checks written on a closed account.

HHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account.

If the resident check is returned for NSF HHA will not accept future personal rent payment checks from that resident and they will have to pay with a money order or cashiers check.

K. SCHEDULES OF SPECIAL CHARGES

Schedules of special charges for services, repairs, utilities and rules and regulations which are incorporated into the lease by reference shall be publicly posted in a conspicuous manner at the HHA office, are provided to each resident at the time of Lease execution and are available to applicants and residents upon request.

L. MODIFICATIONS TO THE LEASE

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

A copy of such notice shall be posted at the HHA office, and will be mailed or hand delivered to each affected dwelling unit.

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

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

A resident's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

M. CANCELLATION OF THE LEASE

Cancellation of the resident's lease is to be in accordance with the provisions contained in the
HHA ACOP - Board Approved 04/12/2022

lease agreement and as stated in this policy.

N. INSPECTIONS OF PUBLIC HOUSING UNITS

Initial Inspections

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

Move-Out Inspections

Upon notice of vacancy the HHA will perform a move-out inspection of the unit, and will encourage the family to participate in the move-out inspection.

If a resident gives notice of intent to vacate or notice that they have vacated, the resident will be given 24 hours to complete any required cleaning of their dwelling unit. If a resident is not present at move-out, HHA will send a notice of the required cleaning by certified mail. Under Mont. Code Ann. 70-25-201 the notice is considered to have been made three (3) days after the mailing date. The notice shall include the cleaning not accomplished by the resident and the additional and types of cleaning that need to be done by the resident to bring the dwelling unit back to its condition at the time of its renting.

If a resident fails to give notice of their intent to vacate or fails to notify HHA that they have vacated, they waive their right to the requirement of giving notice for cleaning and HHA may deduct cleaning charges from the deposit.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. HHA will determine if there are resident caused damages to the unit. Resident caused damages may be charged against part or all of the family's security deposit. **Damages in excess of the security deposit will be billed to the resident.**

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

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

Annual Inspections

HHA will inspect all units annually **for housekeeping and HUD's Uniform Physical Condition Standards (UPCS)**. The unit will be considered to have failed HUD's Uniform Physical Condition Standards if there are any *life-threatening* Health and Safety deficiencies or if there are 5 or more deficiencies identified on the Household Inspection Report.

All inspections will include a check of all smoke detectors to ensure proper working order. The disabling of the smoke detector or removal of the battery is grounds for termination.

Residents who fail the annual inspection due to noncompliance with UPCS standards, housekeeping standards or cause excessive damage to the unit may be put on special inspections. Residents who fail 3 special inspections in a 12-month period may be terminated.

If a unit fails inspection due to a life-threatening deficiency, the resident or HHA, if applicable, has 24 hours to correct the deficiency. A follow-up inspection will be conducted at the end of the 24-hour period.

If a unit fails inspection involving a non-life-threatening deficiency due to housekeeping or resident-caused damages, the resident will be given 5 working days to correct noted items, after which a follow-up inspection will be conducted. If the deficiencies have not been corrected by the resident, then the deficiencies will be corrected or repaired by HHA and charged to the resident.

If necessary to bring the unit into UPCS compliance, needed repairs will be completed by HHA. Damages beyond "normal wear and tear" will be billed to the resident.

Quality Control Inspections

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

HHA will conduct quality control inspections on 5 units per month.

Household Inspections

Household inspections will be conducted to ensure the dwelling unit and such other areas as may be assigned to the resident for the resident's exclusive use is in a clean and safe condition.

Residents who "fail" an inspection due to housekeeping may be placed on special inspections.

Special Inspections

HHA staff may conduct special inspections for housekeeping, unit condition, or suspected lease violation.

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

Emergency Inspections

HHA may initiate an emergency inspection if they believe that an emergency exists in the unit or on a Public Housing site. HHA may conduct an emergency inspection without prior notice or consent of the resident if HHA has reasonable cause to believe there is an emergency, including but not limited to, any threat to life, health, or safety or a situation that could result in

significant property damage. A work order will be generated after the inspection has been conducted. If necessary, emergency repairs will be completed by HHA within 24 hours from the time the work order is issued and, if applicable, charged to the resident.

Emergency Repairs to be Completed in Less than 24 Hours

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

- * **Lock-out (with proper identification of resident)**
- * **Broken lock which affects unit security**
- * **Broken window glass which affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)**
- * **Escaping gas**
- * **Plumbing leaks that can cause flooding or damage to the unit**
- * **Natural gas leaks or smell of fumes**
- * **Backed-up sewage in units with 1 bathroom**
- * **Electrical hazard**
- * **Heaters and furnaces that are inoperable when the outside temperature is below 55 degrees Fahrenheit**
- * **Inoperable smoke detectors will be made operable by HHA if the smoke detector is in need of repair**

Entry of Premises Notices

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

HHA will provide the family with 48-hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

If no one is in the unit, HHA will enter the unit and conduct the inspection.

If no one is in the unit, the person(s) who enters the unit will leave a written notice to the resident explaining the reason the unit was entered and the date and time.

Where HHA is conducting regular annual examinations of its housing units, the family will receive reasonable advance notice of the inspection to allow the family to prepare and be able to

pass the inspection.

Some reasons **HHA** will enter a unit are:

1. Inspections and maintenance.
2. To make improvements and repairs.
3. To show the premises for leasing.
4. In cases of emergency.

The family must call HHA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

HHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason that has hindered the inspection. HHA may request verification.

Repairs requested by the family do not require prior notice of entry to the family. Residents are notified in the lease that resident-requested repairs constitute permission for HHA to enter the unit to perform the repair.

Non-Inspection Emergency Entry

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

Family Responsibility to Allow Inspection

If the resident unreasonably refuses to allow the inspection, the resident will be in violation of the lease.

Resident Damages

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

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

O. ABANDONED PERSONAL PROPERTY

If a tenancy terminates in any manner except by court order and HHA reasonably believes that the tenant has abandoned all personal property that the tenant has left on the premises and a period of time of at least 5 days has elapsed since the occurrence of events upon which HHA formed that belief, HHA may remove the property from the premises.

In the event HHA removes personal property due to abandonment it will inventory and store it.

HHA will charge resident a reasonable storage and labor charge for handling the personal property, including the actual storage charge plus the cost of removal of the property to the place of storage in the event a commercial storage unit is used for this purpose.

If HHA elects to inventory and store abandoned personal property, it will:

1. Make a reasonable attempt to notify the resident in writing that the property must be removed from the place of safekeeping;
2. Notify local law enforcement of the property stored by HHA;
3. Make a reasonable effort to determine if the property is secured or otherwise encumbered; and
4. Send a notice by certified mail to the last-known address of the resident, stating that at a specified time, not less than 15 days after mailing the notice, the property will be disposed of if not removed.

HHA may then dispose of the abandoned personal property by selling it. Or HHA may discard all or a portion of it if HHA reasonably believes that the value of the property is so low that the cost of storage or sale exceeds the reasonable value of the property.

If resident fails to timely act to the notice pursuant to MCA 70-24-430, the property is conclusively presumed to be abandoned.

HHA is entitled to all reasonable costs of storage, handling, and safeguarding of abandoned personal property and may deduct from the proceeds of any sale the reasonable costs of notice, storage, labor, and sale and any delinquent rent or damages owing on the premises and shall remit to the resident the remaining proceeds, if any, together with an itemized accounting.

P. TRESPASS POLICY

HHA property is private property. The purpose of this trespass policy is to limit access and use of HHA owned and managed property to employees, residents, and other persons with a legal purpose for being on HHA property and to promote the safety and welfare of all public housing residents.

HHA Policy

As determined by HHA, any person who threatens the safety, health or right to peaceful enjoyment of any person or property or misuses or damages any property may be denied access to all HHA property by revocation of the privilege to enter HHA property.

Furthermore, any persons/family whose tenancy has been terminated due to crimes related to drugs, violence or repeated offenses may be denied access to all HHA property by revocation of the privilege to enter HHA property.

A person's privilege to enter HHA property may be revoked by an authorized person. In accordance with Montana law, the privilege will be revoked by personal communication of notice

by an authorized person to the entering person. See Mont. Code Ann. § 45-6-201. If possible, the person whose privilege has been revoked will be given written notice of the revocation of the privilege to enter all HHA property in the form of a trespass letter.

After the privilege to enter is revoked, the person is prohibited from entering onto any and all HHA property. Any entry onto HHA property by the person is considered a trespass on HHA property. HHA will pursue all appropriate civil and criminal penalties against a trespassing person.

HHA will maintain a trespass list identifying all persons prohibited from entering onto any and all HHA property. This list will be posted on the HHA website and made available at the HHA Administrative Office located at 812 Abbey Street.

In its discretion, HHA may restore a person's privilege to enter HHA property, if the person requests in writing that the privilege to enter HHA property be restored and provides documentation demonstrating at least three (3) of the following mitigating factors:

- Successful completion of a treatment center program;
- Successful completion of a rehabilitation center program;
- Successful completion of a self sufficient course;
- Recommendation from a social worker;
- Recommendation from a counselor;
- Recommendations from community members, such as a police officer, landlord, neighbor, employer, teacher, agency worker, etc. (Recommendations from family and friends will not be considered);
- Proof of current employment from the employer;
- Proof of employment for the previous (6) six-months from the employer; and
- Any other documentation HHA deems appropriate.

If the necessary documentation is submitted, the Executive Director will review and verify the documentation. The Executive Director will then grant or deny the request within 10 days after receiving the request and all documentation. If the request is denied the Applicant may request an informal hearing as described Chapter 5A.

If the necessary documentation is submitted by the requester, the Executive Director will review and verify the documentation. The Executive Director will then grant or deny the request within 30 days after receiving the request and all supporting documentation.

Annually, the Executive Director will review the HHA trespass list and, with the assistance of local law enforcement, determine whether to continue to prohibit each listed person from HHA property for an additional 1 year term or to restore the person's privilege to enter HHA property. After a revocation, the privilege to enter HHA property can only be restored with the express written permission of HHA. It is the responsibility of the person whose privilege has been revoked to contact HHA and inquire about whether the privilege to enter has been restored.

If a person is convicted of committing a felony on HHA property or is a person listed on the Montana Sexual and Violent Offenders Registry, their privilege to enter HHA property will be revoked for the remainder of their life.

Q. RE-ENTRY

If information is revealed that would cause **HHA** to deny admission to an applicant and the person disputes the information, s/he shall be follow the appeal procedures as outlined in Chapter 5A, Appeals by Applicants.

Criminal Background Entry/Reentry Policy HHA is committed to providing safe, affordable housing to community members. Crime prevention in federally assisted housing is advanced by the ability of HHA to screen-out those who engage in illegal drug use or other criminal activity. Crime prevention and enforcement will be advanced by HHA's ability to evict and terminate assistance for persons who participate in drug related and criminal activity.

HHA is also committed to the successful rehabilitation and self-sufficiency efforts of those who may have previously engaged in illegal drug use and other criminal activity. In support of rehabilitation and self-sufficiency efforts and in its discretion HHA **may take into consideration** waiving the three or five-year period of eligibility or setting in abeyance a termination of tenancy, if the person requests in writing that such action be reconsidered and provides documentation demonstrating 3 (or more) of the following grounds for entry or reentry, from separate entities:

- Successful completion of a treatment center program;
- Successful completion of a rehabilitation center program;
- Successful completion of a self sufficiency course;
- Recommendation from a social worker;
- Recommendation from a counselor;
- Recommendations from community members, such as a police officer, landlord, neighbor, employer, teacher, agency worker, etc. (Recommendations from family and friends will not be considered);
- Proof of current employment from the employer;
- Proof of employment for the previous (6) six-months from the employer; and
- Any other documentation HHA deems appropriate.

If the necessary documentation is submitted, the Executive Director will review and verify the documentation. The Executive Director will then grant or deny the request within 10 days after receiving the request and all documentation. If the request is denied the Applicant may request an informal hearing as described Chapter 5A.

Chapter 10

ASSISTANCE ANIMAL POLICY

HHA's pet policy does not pertain to animals that assist or provide service to persons with disabilities, referred to in this policy as "assistance animals." This exclusion applies to assistance animals that reside in public housing, as well as to assistance animals that visit public housing campuses.

A. WHAT IS AN ASSISTANCE ANIMAL?

An Assistance Animal is an animal that works, provides assistance, service, or performs tasks for the benefit of a person with a disability, or an animal that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as "service animals," "assistive animals," "support animals," or "therapy animals" – perform many disability-related functions, including but not limited to guiding a person with a visual impairment, alerting a person with a hearing impairment, providing minimum protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. Some, but not all animals that assist persons with disabilities are professionally trained.

Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. An assistance animal is not a pet and must perform the assistance or provide the benefit needed as a reasonable accommodation by the person with the disability.

B. WHO IS ELIGIBLE?

An Applicant or Tenant who is a person with a disability may request a Reasonable Accommodation in accordance with the Reasonable Accommodation Policy. Tenants who are granted this reasonable accommodation will be subject to the Assistance Animal Policy, rather than the Pet Policy. In creating this Assistance Animal Policy, we have taken into account the important contributions that an assistance animal can make to the lives of persons with disabilities. This Assistance Animal Policy is designed to protect both the animal owners and non-animal owners, ensure that animals are properly cared for, and that the Housing Authority's property is well maintained.

This Policy is to establish reasonable requirements for the keeping of an assistance animal in order to provide a decent, safe and sanitary environment for existing and prospective Tenants, HHA employees and the public, and to preserve the physical condition of HHA property. This Assistance Animal Policy also concurs with the City of Helena Animal Control and City ordinances.

Questions regarding this Assistance Animal Policy or to request a reasonable accommodation for an assistance animal may be referred to Section 504 Coordinator:

Helena Housing Authority

Michael M O Neil
812 Abbey Street
Helena, MT 59601

Phone: (406) 442-7970
Fax: (406) 442-0574
Montana Relay: 711

HHA will provide this document and its attachments in an alternative format, upon request, by the Tenant.

ASSISTANCE ANIMAL OWNERSHIP RULES

1. Owners of assistance animals are not required to pay an additional deposit for the animal, but will be responsible for the cost to repair or replace any HHA property damaged by the animal, beyond reasonable wear and tear.
2. Assistance animals are subject to all leash laws and local ordinances. As with any other animal, an Assistive animal must be under the control of a responsible individual, and effectively and appropriately restrained, while in or on the common areas of the property.
3. Assistance animals will be allowed in the common areas of the property when accompanying their owner and under the owner's immediate control; however, no animal shall be tied or chained up outside the apartment at any time.
4. The Tenant shall be responsible to immediately clean up after their animal anywhere on HHA property.
5. The Tenant will be responsible for proper care of the animal, including but not limited to assuring that all inoculations are kept current and in compliance with all State and Federal statutes, County and City ordinances. Expenses incurred by the Tenant for the upkeep of an assistance animal are a deductible medical expense in the rent calculation process. Verification of such expenses will be required.
9. Tenant will assure that the animal is not a nuisance to other Tenants, HHA employees or contractors, or any other person(s) who may be on HHA property for a legitimate reason, such as Tenants' guests, emergency personnel, employees of the utility companies, inspectors, etc.

VIOLATION OF ASSISTANCE ANIMAL OWNERSHIP RULES

1. A tenant who violates the Assistance Animal Ownership Rules will receive written notice and be given ten (10) days to correct the violation or request a meeting with management to discuss the alleged violation.

2. A tenant who does not correct the violation, schedule or meet with management to discuss the violation, or attend a scheduled meeting with management to discuss the violation may be subject to termination of the Lease and eviction from the unit.
3. Tenant may use the Grievance Procedure, to grieve any matter relating to a violation of the Assistance Animal Ownership Rules as outlined in the Lease Agreement, Admissions and Occupancy Plan (Public Housing.)

**CHAPTER 11
PET POLICY
GENERAL OCCUPANCY (FAMILY)
PROJECTS AND PETS AT ME ANDERSON**

HHA's pet policy does not pertain to animals that assist or provide service to persons with disabilities, referred to in this policy as "assistance animals." This exclusion applies to assistance animals that reside in public housing, as well as to assistance animals that visit public housing campuses. Information pertaining to assistance animals is located in Chapter 10 of the guidebook.

HHA'S PET POLICY FOR PUBLIC HOUSING:

Pets are allowed on HHA property only with the express written approval of HHA.

A. APPROVAL OF PETS

Before a pet will be approved, the resident must enter into a Pet Agreement with HHA verifying they have received and read a copy of this Pet Policy and agree to comply with all the provisions of the Pet Policy)

Any unapproved pet found to be residing in a dwelling unit or on the premises, will result in the issuance of a fourteen (14) day notice of termination of tenancy as stated in the Dwelling Lease.

B. TYPES OF PETS ALLOWED

Only domesticated, common household pets will be allowed. Residents are not permitted to have more than *one* of the following categories of pets:

1. Birds

- a. **Two** birds are permitted;
- b. Birds must be confined in a birdcage at all times;
- c. Residents may only have song birds such as canaries, parakeets or finches as pet birds;
- d. Absolutely no birds of prey are permitted at any time;
- e. The birdcage must be maintained in a clean and healthful condition and all waste resulting from the bird(s) must be appropriately removed and disposed of from the unit and/or the HHA premises;
- f. If applicable, the resident must have proof of licensing, vaccination, spaying or neutering in accordance with State and local laws now and in the future; and
- g. The resident must comply with all State and local laws and ordinances regarding their pet.

2. Fish

- a. Only **one** aquarium is permitted;
- b. The size of the aquarium may not exceed 10 gallons;

- c. The aquarium must be maintained in a clean and healthful condition; and
- d. The resident must comply with all State and local laws and ordinances regarding their pet.

3. Turtles

- a. Only **one** turtle is permitted
- b. The turtle must be confined in an appropriate cage or aquarium at all times;
- c. The size of the aquarium may not exceed 10 gallons;
- d. The cage or aquarium must be maintained in a clean and healthful condition; and
- e. The resident must comply with all State and local laws and ordinances regarding their pet.

THIS SECTION PERTAINS TO PETS ALLOWABLE AT M.E. ANDERSON APARTMENTS ONLY

Pets are allowed at M.E. Anderson property only with the express written approval of HHA. Before a pet will be approved, the resident must enter into a Pet Agreement with HHA verifying they have received and read a copy of this Pet Policy and agree to comply with all provisions of the Pet Policy.

TYPES OF PETS ALLOWED:

Only domesticated, common household pets will be allowed at the M.E. Anderson Building. Residents are not permitted to have more than one of the following categories of pets and must comply with the following:

1. Dogs

- a. Only one dog is permitted
- b. The dog must be 25 pounds or less when fully grown;
- c. The dog must be housebroken
- d. Any dog excrement must be immediately removed and disposed of from the unit and/or the HHA premises;
- e. The resident must have proof of licensing, vaccination, and spaying or neutering records in accordance with all State and local laws and update the information in the future;
- f. The dog must wear a collar with a current license tag affixed at all times; and
- g. The resident must comply with all State and local laws and ordinances regarding their pet.

2. Cats

- a. Only one cat is permitted;
- b. The cat must be trained to use a litter box;
- c. Any cat excrement must be disposed of in accordance with this policy;
- d. The resident must have proof of licensing, vaccination, spaying or neutering

- in accordance with State and local laws now and in the future;
- e. The cat must wear a collar with a current licensing tag affixed at all times
- f. The resident must comply with all State and local laws and ordinances regarding their pet.

3. Birds

- a. Two birds are permitted;
- b. Birds must be confined in a birdcage at all times;
- c. Residents may only have canaries, parakeets or finches as pet birds;
- d. Absolutely no birds of prey are permitted at any time;
- e. The birdcage must be maintained in a clean and healthful condition and all waste resulting from the bird(s) must be appropriately removed and disposed of from the unit and/or the HHA premises;
- f. If applicable, the resident must have proof of licensing, vaccination, spaying or neutering in accordance with State and local laws now and in the future; and
- g. The resident must comply with all State and local laws and ordinances regarding their pet.

4. Fish

- a. Only one aquarium is permitted;
- b. The size of the aquarium may not exceed 10 gallons;
- c. The aquarium must be maintained in a clean and healthful condition; and
- d. The resident must comply with all State and local laws and ordinances regarding their pet.

5. Turtles

- a. Only one turtle is permitted
- b. The turtle must be confined in an appropriate cage or aquarium at all times;
- c. The size of the aquarium may not exceed 10 gallons;
- d. The cage or aquarium must be maintained in a clean and healthful condition; and
- e. The resident must comply with all State and local laws and ordinances regarding their pet.

Before HHA will approve a pet for residency, the resident must provide HHA documentation of the animal's licensing, vaccination records, and spaying or neutering records. If the dog or cat is too young for spayed or neutering HHA will grant discretionary approval for provisional registration of the pet. The resident must agree to show documentation at the time of spaying or neutering within the stated amount of time specified in the provisional agreement. Proof of licensing and vaccinations from a licensed veterinarian must be provided each year at the time of the resident's annual recertification.

The resident must also provide HHA with the name and a photograph of the pet. Further the

resident must designate by name, address, and contract information, two (2) responsible people who are prepared to assume the care of the pet if the resident/pet owner is no longer able to care for the pet or if the health or safety of the pet is threatened by the incapacity or death of the resident/pet owner.

Any unapproved pet found to be residing in a dwelling unit or on the premises, will result in the issuance of a fourteen (14) day notice of termination of tenancy as stated in the Dwelling Lease.

C. TYPES OF PETS NOT ALLOWED

Any pet not listed in the above section “TYPES OF PETS ALLOWED” will not be approved. Pets whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit will not be approved. As determined by HHA management, animals deemed to have a vicious or aggressive disposition or animals deemed to be potentially harmful to the health and safety of others are prohibited and will not be approved and are not allowed on HHA property.

D. ADDITIONAL FEES AND DEPOSITS FOR PETS

(This does not include assistance animals)

After a pet is approved by HHA, a refundable pet deposit of \$100.00 for cats and dogs, **\$25.00 for birds, \$50.00 for fish, and \$25.00 for Turtles** must be paid in full to HHA before the pet is brought onto the premises. HHA may change or increase the required deposit by amendment to these rules.

1. REFUNDS

- a) HHA will refund the Pet Deposit, less any damages attributed to the pet when the resident moves out or the pet is no longer on the premises, whichever occurs first.
- b) The resident is responsible and is required to reimburse HHA for the actual cost of any damages incurred by his/her pet as listed in the following “ADDITIONAL CHARGES FOR PETS.” Damages will first be charged to the pet deposit and the Dwelling Lease deposit. The owner is then liable for any charges that exceed the deposits.
- c) HHA will provide the resident or designee identified with a written list of any charges against the pet deposit. If the resident disagrees with the amount charged, the resident may file a grievance in accordance with the HHA grievance procedure.

2. ADDITIONAL CHARGES FOR PETS

- a) Cost of all repairs and replacements to the resident’s dwelling unit as a result of a pet;
- b) Cost of fumigation of the dwelling unit as a result of a pet;
- c) Cost of all repairs and replacements due to water damage caused by an aquarium;
- d) Cost of all repairs and replacements to the common areas of the premises;
- e) Cost of flea de-infestation shall be the responsibility of the resident. If this occurs while the resident is in occupancy, the resident will be billed for such costs as current charges. If such charges occur as a result of move-out inspection, the charges will be deducted from the deposits. The resident will be charged any amount that exceeds the deposits; and
- f) A separate pet waste removal charge of \$5.00 per occurrence will be assessed against

the resident for violations of the pet policy.

E. PETS TEMPORARILY ON THE PREMISES

1. No unauthorized animal(s) may visit or be harbored in any unit or premises owned by the HHA. Residents are prohibited from feeding stray or wild animals, with the exception of common birds that feed at bird feeders. Feeding of stray or wild animals shall constitute having an unauthorized pet and result in a fourteen (14) day eviction notice as stated in the Dwelling Lease.
2. This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by HHA.

F. DESIGNATION OF PET/NO-PET AREAS

1. Pets must be maintained within the resident's dwelling unit.
2. Pets are not permitted in the following areas:
 - a. Common areas;
 - b. Laundry areas;
 - c. HHA playgrounds;
 - d. HHA community centers;
 - e. HHA recreation center areas
 - f. HHA day care centers; and
 - g. HHA management offices.

G. ALTERATIONS TO UNIT

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of a pet door is prohibited.

H. NOISE

Residents/pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to, loud, whining, biting, scratching, chirping, or other such activities.

I. CLEANLINESS REQUIREMENTS

1. Bird Cage Requirements:
 - a. Birdcages shall be lined with paper. The resident shall remove the soiled paper from the bird cage every two (2) days. The soiled paper shall be disposed of in sealed plastic trash bags and placed in an outside trash bin. The bird cage shall be relined with paper;
 - b. Bird cages shall be stored inside the resident's dwelling unit; and
 - c. Soiled paper shall not be disposed through the trash shoots at the M.E. Anderson Building.

2. Removal of Pet Waste
 - a. The resident shall be responsible for the immediate removal of waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin. This includes occurrences inside as well as any outside premises. Waste removal shall be in accordance with all State and local laws; and
 - b. The resident/pet owner shall take precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

J. PET CARE

1. No pet of any type shall be left unattended in any dwelling unit for an extended period of time.
2. All resident/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.
3. Resident/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Residents must manage their pet accordingly and agree to exercise courtesy with respect to other residents.
4. The resident/pet owner is responsible for any actions, injuries or damages caused by his/her animal. Pets are the sole responsibility of the owner. HHA assumes no liability for failure of the owner to control the pet. Any injury or harm to other persons, animals or property is the sole responsibility and liability of the animal owner.
5. (M.E. Anderson) Pets must be appropriately and effectively restrained and under the control of a responsible individual at all times when not inside the resident's dwelling unit. When outside the unit, dogs and cats must be on a hand-held leash and under the owner's control at all times.

K. RESPONSIBLE PARTIES

- a. The resident/pet owner is required to designate by name, address, and contact information, two (2) responsible people who are prepared to assume the care of the pet if the resident/pet owner is no longer able to care for the pet or if the health or safety of the pet is threatened by the incapacity or death of the resident/pet owner.
- b. If another resident agrees to care for a resident's approved pet for a limited time and for good reason, the resident/pet owner must notify HHA and the resident caring for the pet must also contact HHA and agree in writing to abide by all of the provisions in the pet policy and pet agreement. (*Pet Assignee Agreement*)

L. INSPECTIONS

If HHA receives a complaint regarding the conduct or condition of the pet or the condition of the dwelling unit, HHA may enter and inspect the dwelling unit. As stated in the Dwelling Lease, HHA ACOP - Board Approved 04/12/2022

HHA will provide the resident written notice 48 hours before entering and inspecting. HHA has the right to enter the resident's dwelling unit without prior notice or the consent of the resident, if HHA has reasonable cause to believe there is an emergency in accordance with the Dwelling Lease.

M. PET RULE VIOLATION NOTICE

If HHA determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the owning or keeping of pets, HHA may serve written notice of pet rule violation on the pet owner. The notice of pet rule violation will:

1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
2. State that the pet owner has 7 days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation. (The resident is presumed to have received the notice three (3) days after the date the notice was mailed. Otherwise, the notice will be hand delivered);
3. State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
4. State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy. (ACOP Chapter 14 Complaints and Grievances)

N. PET RULE VIOLATION MEETING

If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, HHA establish a mutually agreeable time and place for the meeting, no later than 10 days from the effective date of service of the notice of pet rule violation (unless HHA agrees to a later date). (The resident is presumed to have received the notice three (3) days after the date the notice was mailed. Otherwise, the notice will be hand delivered.)

At the pet rule violation meeting, the pet owner and HHA shall discuss any alleged pet rule violation and attempt to correct it. HHA may, in its discretion, as a result of the meeting, give the pet owner additional time to correct the violation.

O. NOTICE FOR PET REMOVAL

If the pet owner and HHA are unable to resolve the pet rule violation at the pet rule violation meeting, or if HHA determines that the pet owner has failed to correct the pet rule violation, the project owner may serve a written notice on the pet owner requiring the pet owner to remove the pet.

The notice will:

- a. Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been

- violated;
- b. State that the pet owner must remove the pet within 10 days of the effective date of service of the notice of pet removal. (The resident is presumed to have received the notice three (3) days after the date the notice was mailed. Otherwise, the notice will be hand delivered);
- 3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

P. TERMINATION OF TENANCY

The HHA may initiate procedures for termination of tenancy based upon a pet rule violation if:

- c. The pet owner has failed to remove the pet or correct a pet rule violation within 10 days of the effective date of service of the notice of pet removal. (The resident is presumed to have received the notice three (3) days after the date the notice was mailed. Otherwise, the notice will be hand delivered); and
- d. The pet rule violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the Dwelling Lease and the applicable regulations.

Q. REMOVAL OF PET

HHA or an appropriate community authority may require the removal of any pet, if the pet's conduct or condition is duly determined to constitute, under the provision of State or local law, a nuisance or a threat to the health or safety of other occupants or of other persons in the community. HHA may remove a pet from the dwelling unit for other good cause, including but not limited to:

1. If the resident becomes unable to care for the pet or if the resident dies, the resident agrees that HHA has permission to remove the pet and place it in an environment that will provide care and shelter.
 - a. HHA will contact the resident's specified designees to inform him/her of the situation. If no response is received,
 - b. HHA will contact the appropriate entity to remove the pet from the dwelling. HHA will make every effort to place the pet in a reputable facility. However, HHA is not responsible for the care of the pet after placement is made.
2. If the pet displays vicious, dangerous, intimidating behavior, symptoms of illness, or demonstrates behavior that constitutes an immediate threat to the health or safety of others, HHA shall report the situation to the appropriate state or local entity authorized to remove such animals.
3. In the event of the death of the pet, the resident is required to properly remove the pet from inside the dwelling unit. The deceased pet must be removed to a location off the HHA premises by the resident. If the resident is unable to remove the pet off the premises as stated, the resident/pet owner may call HHA for assistance with the removal.

Chapter 12
REEXAMINATIONS
(Annual Rent Review)

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

INTRODUCTION

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

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

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

- Qualify as a family as defined in this policy;
- Are in full compliance with the obligations and responsibilities described in the dwelling lease;
- All residing family members have provided their Social Security numbers to HHA; and
- All residing family members have provided required citizenship/eligible immigration status/non-contending documents to HHA.

B. ANNUAL REEXAMINATION

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

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition. Families who choose flat rent are to be recertified every three years.

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

For families who move in during the month, the annual recertifications will be completed no later

than the first of the month in which the family moved in, the following year (Example: If family moves in August 15, the effective date of the next annual recertification is August 1) When families move to another dwelling unit their annual recertification date will be changed.

Reexamination Notice to the Family

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least **90 calendar days to 120 calendar** days in advance of the anniversary date. If requested as an accommodation by a person with a disability, HHA will provide the notice in an accessible format. HHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Persons with Disabilities

Persons with disabilities, who are unable to come to HHA's office as a result of their disability will be granted an accommodation of conducting the interview at the person's home or by mail and allowed alternative means of producing required documentation set forth in the recertification notification, upon verification that the accommodation(s) requested meets the need presented by the disability.

Collection of Information

HHA will send a letter requesting that the resident attend an Annual Rent Review (ARR) interview 90 calendar days -120 calendar days prior to the anniversary date of the reexamination. Included in the letter will be a check list of items, where applicable, that the resident must bring to the ARR interview. The HHA representative will interview the family and enter the information provided by the family into the HA approved software.

If a resident fails to bring the appropriate documentation to the ARR interview, they will be given 7 calendar days to submit the correct and appropriate documents to the HHA representative. Failure to provide the information within the 7 calendar days will result in termination of tenancy.

The family will be required to complete and submit the following forms during the ARR interview:

1. Certification statement acknowledging that all information is accurate.
2. Authorization for Release of Information/Privacy Act (HUD-9886).
3. HHA Authorization for Release of Information.
4. Lease Rider Agreement.
5. Community Service Requirements.
6. Notice of Rent Determination.

Requirements to Attend

The following family members will be required to attend the recertification interview and sign the application for continued occupancy:

All adult household members unless proven to be a hardship.

If the head of household is unable to attend the interview:

The spouse or co-head may recertify for the family, provided that the head comes in within 7 calendar days to recertify.

Failure to Respond to Notification to Recertify

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

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with HHA, HHA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, HHA will terminate tenancy of the family.

Exceptions to these policies may be made by the Executive Director if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Documents Required from the Family

In the notification letter to the family, HHA will include a list of items the family must bring to the ARR interview, if applicable. The list includes but is not limited to:

Documentation of income for all family members including:

- 1. AFDC Benefits.**
- 2. Child Support.**
- 3. Retirement/Pension.**
- 4. Settlements.**
- 5. SSI; SS; SSD or VA benefits.**
- 6. Workman's Compensation benefits.**

Documentation of liquid and non-liquid assets. Documentation to substantiate any deductions or allowance.

Documentation to verify compliance with community service requirements by all non-

exempt family members.

Verification of Information

All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than **60 calendar** days old. All verifications will be placed in the file, which has been established for the family.

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

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

Changes in the Resident Rent

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

Resident Rent Increases

If resident rent [increases or changes], a thirty-day notice will be mailed to the family prior to the anniversary date.

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

If there has been a misrepresentation or a material omission by the family of information used by HHA to determine the amount of rent and such misrepresentation or omission causes an improper lesser rent amount determination, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

Resident Rent Decreases

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

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

If resident rent decreases and the change occurred within a month prior to the recertification appointment, but the family did not report the change as an interim adjustment, the decrease will be effective on the recertification anniversary date.

Restriction on Eviction of Families Based on Income
[24 CFR 960.261]:HOTMA Sec 103

HHA will evict or terminate the tenancies of families who are over the eligible income limit based on their family composition, which shall not exceed 120% of the area median income for Lewis and Clark County, (or a different limitation established by the Secretary). The household must have maintained an income above the 120% of AMI for two consecutive years. HHA must terminate tenancy within 6 months of the second income determination. The two- year clock will start when HHA has become aware of the increased income at annual or interim reexamination that the family has reached the over-income limit. HHA will provide written notification of the over-income status at the end of the one-year phase and again 90 days prior to tenancy termination. If an over-income family drops below the over-income limit they are no longer subject to these provisions and they will be entitled to a new 2-year grace period if their income once again exceeds the over-income limit.

Tracking over-income families will be done by reporting on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the over-income status and the duration.

The following exceptions apply to the income limitation and in such circumstances HHA will not evict the family unless required to do so by local law:

HHA may not evict or terminate the tenancy of a family solely because the family is over the income limit for public housing, if the family has a valid contract for participation in an FSS program under 24 part 984.

HHA may not evict a family for being over the income limit for public housing if the family currently receives the earned income disallowance provided by 42 U.S.C. 1437a(d) and 24 CFR 960.25.

C. REPORTING INTERIM CHANGES

Families must report all changes in household composition to HHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HHA approval prior to all other additions to the household. Changes must be made to HHA in writing within 10 days or by making an appointment with their property manager. The result of this reporting is to complete the necessary federal paperwork to make such change as a result of income or family composition.

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

Increases in Income to be Reported Families with zero income will be required to report and verify all increases in income/assets within ten (10) days of the change. An interim reexamination will be conducted:

- At the start of the 12 month 100% exclusion period; at the start of the 50% exclusion period and at the end of the Earned Income Disallowance;
- To correct an income calculation error or incorrect information which resulted in an incorrect rent calculation;
- When there is evidence or a pattern that the family is manipulating the program by a pattern of reducing income just prior to the annual recertification and increasing their income right after;

Or if the family has an incremental income increase of \$5,000 or more annually. **Rent increases (except those due to misrepresentation) require 30 days notice.**

Decreases in Income and Rent Adjustments

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions that would reduce the amount of the resident payment.

HHA will process the rent adjustment unless HHA confirms that the decrease in income will last less than 30 calendar days.

A. Streamline Annual Reexaminations-

[CFR 24 CFR PARTS 5, 880, 884] provides for a streamlined income determination for any fixed source of income, even if a person or a family with a fixed source of income also has a non-fixed source of income

24 CFR PARTS 5, 880, 884 requires that, upon admission to a program, third-party verification of all income amounts must be obtained for all family members, and a full reexamination and redetermination of income must likewise be performed every 3 years In the interim, a streamlined income determination may be performed for a family member with a fixed source of income by applying to a previously determined or verified source of income a cost of living adjustment or interest rate applicable to each source of fixed income must be obtained either from a public source or from tenant-provided, third-party generated documentation In the absence of such verification of income amounts must be obtained For Family Declaration of Assets Under \$5,000 a PHA must obtain third party documentation of assets every 3 years.

D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

HHA will not reduce the public housing rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in welfare benefits due to: Fraud by a family member in connection with the welfare program; or

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

program.

A "specified welfare benefit reduction" does not include a reduction of welfare benefits due to:
The expiration of a lifetime time limit on receiving benefits; or

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

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

Noncompliance with other welfare agency requirements

Definition of Covered Family:

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

Definition of "Imputed Welfare Income":

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

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

The amount of the benefit reduction; The term of the benefit reduction; The reason for the reduction; and

Subsequent changes in the term or amount of benefit reduction

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

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

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

Verification Before Denying a Request to Reduce Rent

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

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

Cooperation Agreements

HHA's release of information allows HHA to obtain information from the local welfare agency regarding welfare sanctions of housing tenants

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

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

Family Dispute of Amount of Imputed Welfare Income

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

An explanation for HHA's determination of the amount of imputed welfare income. A statement that the resident may request a grievance hearing.

A statement that the information received from the welfare agency cannot be disputed at the grievance hearing, and the issue to be examined at the grievance hearing will be HHA's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.

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

E. OTHER INTERIM REPORTING ISSUES

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

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

1. Changes that will not result in a change in resident rent.
2. Changes in income that are normal for the family, such as seasonal employment.
3. As a reasonable accommodation when requested. (See Chapter 1)

Any changes reported by residents other than those listed in this section will be noted in the file

by the staff person, but will not be processed between regularly scheduled annual recertifications.

HHA Errors

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

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

Standard for Timely Reporting of Changes

HHA requires that families report interim changes to HHA within 10 days of when the change occurs.

Changes must be made to HHA in writing within 10 days or by making an appointment with their property manager. The result of this reporting is to determine whether it is necessary to complete an interim certification appointment .

If any information, document or signature needed from the family that was not completed during an appointment that is still needed to verify the change, the information must be provided within 7 days of the appointment in order for a reduction or increase in rent to take affect.

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

Procedures When the Change is Reported in a Timely Manner

HHA will notify the family of any changes in Resident Rent to be effective according to the following guidelines:

Increases in Resident Rent are effective on the first of the month following at least thirty days' notice.

Decreases in the Resident Rent are effective the first of the month following the month in which the change is reported.

The retroactive change will not be made until the third party verification is received.

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

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination if required to process an interim, as noted on page 12-8 of this chapter, the following guidelines will apply:

Increase in Resident Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, and will be required to make a lump sum payment the first of the following month after HHA discovers the underpaid rent amount.

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

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

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

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

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

G. REPORTING OF CHANGES IN FAMILY COMPOSITION

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

All changes in family composition must be reported within 10 calendar days of the occurrence in writing.

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

Increase in Family Size

HHA will consider a unit transfer in certain circumstances. (See Chapter entitled "Transfer Policy.")

Definition of Temporarily/Permanently Absent

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

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

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

Absence of Entire Family

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

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

Families must notify HHA if they are going to be absent from the unit for more than 7 consecutive days. A person with a disability may request an extension of time as an accommodation.

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

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

- *Conduct home visit**
- Write letters to the family at the unit**
- Post letters on exterior door**
- Telephone the family at the unit**
- Interview neighbors**
- Verify if utilities are in service**
- Check with Post Office for forwarding address**
- Contact emergency contact**

If the entire family is absent from the unit, without HHA permission or notification, for more than 7 consecutive days, the unit will be considered to be vacant and HHA will terminate tenancy and/or consider the unit abandoned.

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

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for 30 consecutive days in a 12 month period and may not be absent from their unit more than a total of 60 days in a 12 month period. See Chapter 9-8 on leasing.

Absence due to Medical Reasons

See Chapter 9-8 on Leasing.

Absence due to Incarceration

If the sole member is incarcerated for more than **7 consecutive days without notifying HHA**, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for **7 consecutive days**. The rent and other charges must remain current during this period.

Foster Care and Absences of Children

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

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

Absence of Adult

If neither parent remains in the household and the Department of Health and Human Services has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, HHA will treat that adult as a visitor for 14 calendar days, **with prior approval of HHA**.

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

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

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

If a member of the household is subject to a court order that restricts him/her from the home for more than **7 consecutive days (except for medical reasons)**, the person will be considered permanently absent.

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

Absence Due to Active Military Duty

See Chapter 9-7 on Leasing.

Visitors, Minors and College Students

For HHA's policy regarding visitors, see Chapter on Leasing.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 30 days per year without being considered a member of the household.

Full time students who attend school away from the home and live with the family during school recess for the period of time specified above will be considered permanently absent from the household.

In a joint custody arrangement, if the minor is in the household less than 50% of the time, the minor will be considered to be an eligible visitor and not a family member. The family must provide verification of the custody arrangement and request an exception to the visitor policy. If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

H. REMAINING MEMBER OF RESIDENT FAMILY - RETENTION OF UNIT

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

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

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

1. The minor must be emancipated by court order; or
2. The minor is legally married; or
3. HHA must verify that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.

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

The remaining household member that resumes the "head of household" must execute a new lease.

I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

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

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

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

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

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

Chapter 13
LEASE TERMINATIONS
[24 CFR 966.4]

INTRODUCTION

This Chapter describes HHA's policies for lease termination, notification of lease termination and related provisions of the dwelling lease.

HHA may terminate tenancy of a resident or a family because of the resident or family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (l)(2)], or for serious and/or repeated violations of the terms of their dwelling lease, or for other good cause allowed under state law. A tenant's refusal to accept new lease terms or amendments will constitute good cause for termination of tenancy.

A. TERMINATION BY RESIDENT

The resident may terminate the lease by providing HHA with at least a 30-day written advance notice as defined in the lease agreement.

B. TERMINATION BY HHA

1. The public housing lease is automatically renewable, EXCEPT the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements. See Chapter 16 on community service.
2. The lease may be terminated by HHA at any time by giving written notice for serious or repeated violation of material terms of the lease, including but not limited to the following:
 - a. Nonpayment of rent or other charges due under the Lease;
 - b. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Reviews;
 - c. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
 - d. Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purposes;
 - e. Failure to abide by necessary and reasonable HHA rules of occupancy and conduct for the benefit and well being of the housing campus and the

Residents;

- f. Failure to abide by applicable building and housing codes materially affecting health or safety;
- g. Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;
- h. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning, heat bolt heater and other equipment, including elevators, in a safe manner;
- i. Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- j. Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas;
- k. If the Resident, any member of the Resident's household, or a guest engage in criminal activity, including drug-related criminal activity, *on or off* public housing premises (as defined in the lease), or sex crimes while the Resident is a Resident in public housing. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
- l. Alcohol abuse that HHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- m. Non-compliance with Non-Citizen Rule requirements.
- n. Discovery after omission of facts by resident, that made the resident ineligible;
- o. Discovery of material false statements or fraud by the resident in connection with an application for assistance or with reexamination of income;
- p. Refusal to accept a lease revision to an existing lease that is in accordance with HUD regulations and state law, with written notice of the revision given by HHA at least 60 calendar days before the lease revision is scheduled to take effect, and with the offer specifying a reasonable time limit within that period for acceptance by the family.
- q. Other good cause.

C. NOTIFICATION REQUIREMENTS

HHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Chapter 14 on Complaints and Grievances.)

Notices of lease termination shall be in writing and delivered to resident or any adult member of the household who answers the door of the dwelling unit or sent by certificate of mailing first class mail properly addressed to resident.

Disclosure of Criminal Records to Family

When the lease is terminated based on a criminal conviction record, the member of the household who has the criminal record may request a copy of the criminal background. Copies of the criminal background must be picked up at the Helena Housing Authority office located at 812 Abbey St. Criminal background records will not be mailed to the person requesting this information. Tenants may dispute the accuracy and relevance of the record at the grievance hearing or court hearing.

Timing of the Notice

When HHA elects to terminate the lease, it will give written notice to the tenant or family as follows:

- A A thirty-day (30) eviction notice shall be given in cases of non-payment of rent.
- B A three-day (3) eviction notice shall be given if (1) the health or safety of other residents, HHA employees, or persons residing in the immediate vicinity of the premises is threatened and (2) if the tenant creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants may be injured in violation of Mont. Code Ann. § 70-24-321(3).
- C A fourteen-day (14) eviction notice will be given for any criminal activity by a resident or guest that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or in the immediate vicinity of the premises.
- D A three-day (3) eviction notice will be given when any part of the premises is destroyed, defaced, damaged, impaired or removed. However, if the noncompliance is remedied by repairs or the payment of damages, the tenancy does not terminate if the Resident adequately remedies the noncompliance before the date specified on the notice.
- E A fourteen-day (14) eviction notice will be given for any drug related criminal activity or violent criminal activity.
- F A three-day (3) eviction notice will be given for unauthorized persons and/or pets.

- G A fourteen-day (14) eviction notice will be given when the Resident or any Household Member has been convicted of a felony.
- H A fourteen-day (14) eviction notice will be given if a Resident is fleeing to avoid prosecution, fleeing custody or confinement after conviction of a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees or is a high misdemeanor, or for violation of probation or parole under federal and state law, or for harboring or sheltering an individual engaged in such activity.
- I A fourteen-day (14) eviction notice will be given when HHA determines that the Resident or Household Member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally-assisted housing.
- J In any other case, the Resident shall receive a fourteen-day (14) eviction notice

Termination of Tenancy can occur regardless of the time of year or season.

Upon receiving a formal Notice of Termination of Tenancy, the Tenant may request a formal Grievance Hearing by following the HHA Grievance Procedure.

Criminal Activity

If a resident or any adult member of the household engages in drug-related activity, violent criminal activity or sex offend or crimes, their lease will be terminated.

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

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

HHA will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one (1) incident during the previous 3 years.

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

"Engaged in or engaging in or recent history of "criminal activity means any act within the past three (3) years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of HHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

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

D. RECORD KEEPING

A written record of every termination and/or eviction shall be maintained by HHA in the resident's file.

E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

[24 CFR 5.514]

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

F. VIOLENCE AGAINST WOMEN ACT AND JUSTICE REAUTHORIZATION ACT OF 2005 (P.L. 109-62, P.L. 109-271)

Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be "good cause" for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The HHA may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants.

The HHA may honor court orders regarding the rights of access or control of the property, and other orders issued to protect the victim to address the distribution or possession or property among household members where the family "breaks up."

There is no limitation on the ability of the HHA to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault, or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims.

There is no prohibition on the HHA terminating assistance if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) assistance is not terminated.”

Any protections provided by law which give greater protection to the victim are not superseded by these provisions. The HHA may require certification by the victim of victim status on such forms as the HHA and/or HUD shall prescribe or approve.

I. Purpose and Applicability

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth HHA’s policies and procedures regarding domestic violence, dating violence, sexual assault, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by HHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C.

§1437 *et seq.*). Notwithstanding its title, this Policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, sexual assault, or stalking as well as female victims of such violence.

II. Goals and Objectives

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault, or stalking who are assisted by HHA and ensuring that such victims have meaningful access to the criminal justice system without jeopardizing such housing;
- C. Creating long-term housing solutions that develop communities and provide sustainable living solutions for victims of domestic violence, dating violence, sexual assault, and stalking;
- D. Creating and maintaining collaborative arrangements between HHA, law enforcement authorities, victim service providers, and others to promote the

safety and well-being of victims of actual and threatened domestic violence, dating violence, sexual assault, and stalking, who are assisted by HHA; and

- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, affecting individuals assisted by HHA.

III. Other HHA Policies and Procedures

This Policy shall be referenced in and attached to HHA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of HHA's Admissions and Continued Occupancy Policy and HHA's Housing Choice Voucher (HCV) (Section 8) Administrative Plan. HHA's annual public housing agency plan shall also contain information concerning HHA's activities, services or programs relating to domestic violence, dating violence, sexual assault, and stalking. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of HHA, the provisions of this Policy shall prevail.

IV. Definitions

As used in this Policy:

1. *Domestic Violence* – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
2. *Dating Violence* – means violence committed by a person—
 - a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship;
 - The type of relationship; and
 - The frequency of interaction between the persons involved in the relationship.
3. *Stalking* – The term "stalking" means to
 - a. engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - fear for the person's individual safety or the safety of others; or
 - suffer substantial emotional stress.
4. *Sexual Assault* – The term 'sexual assault' means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.
5. *Affiliated Individual* - means, with respect to a person –
 - a. a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis (in place of a parent); or

- b. any individual, tenant, or lawful occupant living in the household of that individual
- 6. *Perpetrator* – means a person who commits an act of domestic violence, dating violence, sexual assault, or stalking against a victim.

V. Admissions and Screening

1. Non-Denial of Assistance. HHA will not deny admission to public housing or to the Housing Choice Voucher (Section 8) rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, provided that such person is otherwise qualified for such admission.
2. Admissions Preference. Applicants for housing assistance from HHA will receive a preference in admissions by virtue of their status as victims of domestic violence, dating violence, sexual assault, and stalking. This preference is particularly described as follows:

This preference is for applicants where actual or threatened physical violence is directed against the applicant or other members of the applicant’s household within the past six months. HUD defines this as “actual or threatened physical violence directed against one of more members of the applicant’s family by a spouse or other members of the applicant’s household.”

VI. Termination of Tenancy or Assistance

1. VAWA Protections. Under VAWA, public housing residents and persons assisted under the Housing Choice Voucher (Section 8) rental assistance program have the following specific protections, which will be observed by HHA:
 1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
 2. In addition to the foregoing, tenancy or assistance will not be terminated by HHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of the assisted household, a guest or another person under the resident’s control, and the resident or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
 - (a) Nothing contained in this paragraph shall limit any otherwise available authority of HHA’ or a Section 8 owner or manager to terminate assistance or evict due to any lease violation not premised on the act of violence in question against the tenant or member of the tenant’s household, provided that the owner or manager does not subject an individual who is or has been a victim of domestic violence, dating

violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

(b) Nothing contained in this paragraph shall be construed to limit the authority of HHA or a HCV (Section 8) owner or manager to terminate the assistance of, or evict, any occupant who can be demonstrated to pose an actual or imminent threat to other tenants or the property's employees.

(c) Nothing contained in this paragraph shall be construed to limit HHA or a Section 8 owner or manager from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.

(d) Nothing contained in this paragraph shall be construed to supersede any provisions of federal, state, or local laws that provide greater protection for victims of abuse.

2. **Removal of Perpetrator.** Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, HHA or a HCV (Section 8) owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a resident or lawful occupant and who engages in acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant and such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, and local law for the termination of leases or assistance.
3. Leases used for all public housing operated by HHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by HHA, shall contain provisions setting forth the substance of this paragraph.

VII. Verification of Domestic Violence, Dating Violence or Stalking

- A. **Requirement for Verification.** The law allows, but does not require, HHA or a HCV (Section 8) owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking claimed by a resident or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., HHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by HHA. HCV (Section 8) owners or managers receiving rental assistance administered by HHA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may be accomplished in one of the following three ways:

1. HUD-approved form - by providing to HHA or to the requesting HCV (Section 8) owner

or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy.

The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. Other documentation - by providing to HHA or to the requesting HCV (Section 8) owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.3.. *Police or court record* – by providing to HHA or to the requesting HCV (Section 8) owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

- B. Time allowed to provide verification/ failure to provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by HHA, or a HCV (Section 8) owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
- C. Waiver of verification requirement. The Executive Director of HHA, or a HCV (Section 8) owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

- A. Right of confidentiality. All information (including the fact that an individual is a victim

of domestic violence, dating violence, sexual assault or stalking) provided to HHA or to a HCV (Section 8) owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. Requested or consented to by the individual in writing, or
2. Required for use in a public housing eviction proceeding or in connection with termination of HCV (Section 8) assistance, as permitted in VAWA, or
3. Otherwise required by applicable law.

B. Notification of rights. All residents of public housing and residents participating in the HCV (Section 8) rental assistance program administered by HHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

VIII. Transfer to New Residence

- A. Application for transfer. In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, sexual assault, or stalking, HHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or HCV (Section 8) resident to a different unit in order to reduce the level of risk to the individual. A resident who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the resident or another member of the household who is or was the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believes that the resident or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.
- B. No right to transfer. HHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of HCV (Section 8) assistance as provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of HHA, and this policy does not create any right on the part of any applicant to be granted a transfer.
- C. Portability. Notwithstanding the foregoing, a HCV (Section 8) assisted resident will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the resident's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the resident has complied with all other requirements of the HCV (Section 8) program and has moved from the unit in order to protect a health or safety of an individual

member of the household who is or has been the victim of domestic violence dating violence, sexual assault or stalking and who reasonably believes that the resident or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

IX. Court Orders/Family Break-Up

A. Court orders. It is HHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by HHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. Family break-up. Other HHA policies regarding family break-up are contained in HHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its HCV (Section 8) Administrative Plan.

X. Relationships with Service Providers

It is the policy of HHA to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If HHA staff becomes aware that an individual assisted by HHA is a victim of domestic violence, dating violence, sexual assault, or stalking, HHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring HHA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. HHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which HHA has referral or other cooperative relationships.

XI. Notification

HHA shall provide written notification to applicants, residents, and HCV (Section 8) owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

XII. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, sexual assault or stalking.

XIII. Amendment

The Executive Director may amend this policy when it is reasonably necessary to

effectuate the Policy's intent, purpose or interpretation. The proposed amendment along with the rationale for the amendment shall be submitted to the Executive Director for consideration. Where reasonably necessary, the Executive Director may approve the amendment. The amendment shall be effective and incorporated on the date that the Executive Director approves the amendment.

Chapter 14
COMPLAINTS AND GRIEVANCES
[24 CFR Part 966 Subpart B]

INTRODUCTION

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

A. COMPLAINTS

HHA may receive complaints regarding a variety of issues from a variety of sources including, residents, families, staff and the public. All complaints shall be made either in writing to the HHA office. For persons with disabilities, grievances may be; verbal, TTY, braille, third party, or any other effective means. Complaints reported by any other effective communication, shall then be put in writing by the staff member receiving the complaint. HHA has complaint forms that are available upon request. Complaints regarding the physical condition of any HHA property or grounds may be reported by phone to the HHA office or the Maintenance Supervisor in the Maintenance Department. Anonymous complaints are difficult to process, but will be considered to the extent possible.

Complaints from residents. Resident complaints will be referred to the Property Manager handling the file. If a resident has a complaint regarding the physical condition of their dwelling unit, the resident should contact the HHA office during business hours so that a work order may be submitted to the Maintenance Department.

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

Complaints from the general public. Complaints or referrals from persons in the community in regard to HHA or a family will be referred to the Executive Director.

Grievances regarding Section 504 matters. HHA does not discriminate on the basis of disability in violation of 24 CFR Part 8 in admission or access to, or treatment or employment in, its federally assisted programs and activities. If an individual feels that he or she has been discriminated against on the basis of disability by a recipient of Federal financial assistance, his or her representative, or a member of a class of persons so situated, or the authorized representative of a member of that class may file a grievance.

B. GRIEVANCE PROCEDURES

Definitions

Grievance. Any dispute which a **resident** may have with respect to a HHA action or failure to act in accordance with the individual **resident's** lease or HHA regulations that adversely affect the individual **resident's** rights, duties, welfare, or status.

Complainant. Any **resident** whose grievance is properly and timely presented to HHA.

Hearing Officer. The person selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

Resident. A lessee or the remaining head of household of any resident family residing in housing accommodations owned or leased by HHA.

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

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

Opportunity for the resident to examine all relevant documents, records, and regulations of HHA prior to the trial for the purpose of preparing a defense; Right of the resident to be represented by counsel;

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

A decision on the merits of the case.

Applicability

This Grievance Procedure applies to all individual **resident** grievances, **except** any grievance concerning a termination of tenancy or eviction that involves:

Any criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or HHA employees;

Any violent or drug-related criminal activity *on* or *off* such premises; or

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

Rent:

In situations involving the amount of rent HHA claims is due, except grievances concerning imputed welfare benefits or use of minimum rent, before a hearing is scheduled the complainant shall pay to HHA all rent due and payable as of the month preceding the month in which the act or failure to act took place. Grievances concerning imputed welfare benefits and minimum rents

are exempt from the escrow deposit requirement.

The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account each month until the complaint is resolved by decision of the hearing official.

HHA may waive these escrow requirements in extraordinary circumstances.

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

Failure to make such payments does not constitute a waiver of any right the complainant may have to contest HHA's disposition of the grievance in any appropriate judicial proceeding.

HHA's grievance procedures are not applicable to disputes between residents not involving HHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and HHA's Board of Commissioners.

The HHA grievance procedure shall not be applicable to disputes between tenants not involving the HHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the HHA's Board of Commissioners.

Pre-Hearing Procedures

Informal Conference Procedures

Any grievance shall be **personally presented orally or in writing to the HHA office located at 812 Abbey, Helena, Montana**. Written grievances must be signed by the complainant. For persons with disabilities grievances may be verbal, TTY, braille, third party, or any other effective means. The grievance must be received **by HHA** within **7 calendar days after an HHA action, failure to act, or service of notice of termination or other HHA action** that is the basis for the grievance.

Exception to Notice:

For a three-day eviction notice given only for the premises being destroyed, defaced, damaged, impaired or removed. If the noncompliance is not remedied by repairs or the payment of damages, prior to the termination set for on the notice. The grievance request must be received to HHA prior to the termination date set forth in the eviction notice. The grievance may be simply stated, but shall specify:

A description of HHA's action or inaction complained of,
The particular grounds upon which the grievance is based,
The corrective action requested by the complainant; and
The name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any.

Within 10 calendar days or at any time to be agreed upon by the complainant and HHA, an informal conference will occur to address the complaint.

The purpose of the informal conference is to discuss and to resolve the grievance without the necessity of a formal hearing. **A member of HHA management will participate in the informal conference and will make a decision regarding the disposition of the grievance at or after the conclusion of the informal conference.**

Within 5 working days after the day of the informal conference, a written summary of the discussion will be given to the complainant by a HHA representative. One copy will be filed in the resident's file.

The summary will include: the names of participants, the date of the meeting, the nature of the disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained.

Dissatisfaction with Informal Conference and Request for Formal Hearing

If the complainant is dissatisfied with the proposed disposition of the grievance, s/he shall submit a written request or for persons with disabilities any other effective means of communication for a hearing within five (5) working days of the delivery of the summary of the informal conference.

The written request must:

- A. The reasons for the grievance;
- B. The relief sought.

Right to a Formal Hearing

After exhausting the informal conference procedures outlined above, a complainant has the right to request a hearing before a hearing officer. In all such cases where a formal hearing is set and conducted by the HHA:

1. The head of household and any other adult household member requested by HHA must attend the hearing.
2. If the complainant requests to reschedule the first hearing date due to an unavoidable schedule conflict, the complainant must provide to HHA: 1) at least 48 hours notice of the conflict; 2) explain the nature of the conflict; and 3) propose at least three alternative dates within the next ten-day period for a rescheduled hearing date. Complainant's failure to comply with these notice provisions and/or failure to cooperate in rescheduling a hearing shall be deemed a waiver of their right to a hearing.
3. In cases where a reasonable accommodation is needed for a person with a disability to participate in the Formal Hearing, a request for accommodation may be made prior to the scheduled Formal Hearing.
4. If the complainant or HHA fails to appear at the scheduled hearing within 15 minutes of its starting time, the hearing officer may then make a determination to postpone or reset the hearing at a particular location, date and time not to exceed an additional five business days, or may make a determination that the non-showing party has waived the right to hearing.

Failure to Request a Formal Hearing

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

Selection of Hearing Officer

A grievance hearing shall be conducted by an impartial hearing officer, which may include any officer or employee of the HHA or another impartial person or persons appointed by HHA other than the person who made or approved the HHA action under review, or a subordinate of such person. HHA may appoint a hearing officer that has been selected after a request for qualifications has been submitted to the public and the person(s) has been selected after the request for qualifications criteria have been met.

Procedures to Obtain a Hearing

Informal Prerequisite

All grievances must be presented through the informal conference process as a prerequisite to a formal hearing.

The hearing officer may waive the prerequisite informal conference if, and only if, the complainant can show good cause why s/he failed to proceed informally.

Scheduling of Hearing

If the complainant complies with the procedures outlined above, a hearing shall be scheduled by the hearing officer promptly within **10** calendar days after the request for hearing has been properly submitted to HHA, at a time and place reasonably convenient to the complainant and HHA. On occasions when the hearing officer is not available within the 10 calendar days an alternate day will be mutually agreed upon by all parties.

A written notification or other acceptable means of communication, in cases of persons with a disability; i.e., verbal, TTY, braille or third party of the date, time, place, and procedures governing the hearing shall be delivered to the complainant and the appropriate HHA official through first class mail.

Hearing Procedures

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

1. **The opportunity to examine and to copy before the hearing, at the expense of the complainant**, all documents, records and regulations of HHA that are relevant to the hearing with at least a 24-hour notice to HHA prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by HHA at the hearing;
2. **HHA may request the opportunity to examine and to copy at the expense of**

HHA all documents; records and statements that the family plans to submit during the hearing to refute HHA's inaction or proposed action prior to the hearing. The family should bring such records and statements that the family plans to submit during the hearing for examination by HHA when it appears to examine records at HHA.

3. **The right to a private hearing unless otherwise requested by the complainant;**
4. **The right to be represented by counsel or other person chosen as a representative;**
5. **The right to present evidence and arguments in support of the complaint, to controvert evidence** presented by HHA, and to confront and cross-examine all witnesses upon whose testimony or information HHA relies, limited to the issues for which the complainant has received the opportunity for a formal hearing; and
6. **The right to a decision based solely and exclusively upon the facts presented at the hearing.**

If the hearing officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.

If the complainant or HHA fail to appear at the scheduled hearing, the hearing officer may make a determination that the party has waived his/her right to a hearing or postpone the hearing to a later date as described above. Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.

Accommodations for Persons with Disabilities- The following accommodations will be made for persons with disabilities:

1. HHA shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
2. If the resident is visually impaired, any notice to the resident that is required by these procedures will be made in an accessible format.
3. Persons with disabilities who require a reasonable accommodation may request an accommodation to the Executive Director.

Burden of Proof

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter HHA must sustain the burden of justifying the HHA action or failure to act against which the complaint is directed.

The **formal** hearing shall be conducted by the **Hearing Officer**.

It is the primary role of the Hearing Officer to hear the grievance and issue a decision based solely on the evidence presented at the grievance hearing. At all times, the Hearing Officer must ensure that the grieving party and HHA are afforded fundamental measure of due process. The Hearing

Officer must also must maintain order and require all in attendance to conduct themselves orderly and respectfully. The Hearing Officer may direct all disorderly persons to leave the hearing after warning. The Hearing Officer may consider any hearing misconduct by the resident/grieving party as a basis for issuing a decision adverse to the resident/grieving party. In making the determination, the Hearing Officer should cite the policy, rule, law or regulation that supports the decision made:

1. Ascertain the nature of the grievance presented by the complainant;
2. Consider the documentary or other physical evidence properly presented by the complainant and HHA at the hearing, if any;
3. Consider the testimony of the witnesses at the hearing, if any; and
4. Issue a written decision explaining the reasons for their decision. Where appropriate, another format accessible to the complainant, such as large print or audio tape, may be used in addition to a written decision for persons with disabilities.

HHA or the complainant may arrange for a transcript of the proceeding at their own expense. Any party to the hearing may purchase a copy of such transcript.

Decisions of the Hearing Officer

The Hearing Officer shall concurrently mail a written decision or provide in an agreed upon alternative format to HHA and the complainant within 20 calendar days after the date of the hearing. HHA will place one copy in the resident's file. The written decision will be sent by the Hearing Officer to the complainant's address provided at the hearing.

HHA will also maintain a copy of the decision, with all names and identifying references deleted, in a file at HHA and made available for inspections by a prospective complainant, his/her representative or a hearing officer.

Appeal of Hearing Officer Decision

The decision of the Hearing Officer shall be binding on HHA which shall take all lawful actions necessary to carry out the decision, unless the complainant requests Board action to appeal the decision within 14 calendar days. The appeal will then be considered by the Board at the next calendared Board meeting, provided that the appeal request is received by HHA 14 or more days before the next regularly scheduled Board meeting. Otherwise, the Board will consider the appeal at the next regularly scheduled monthly Board meeting. In such case the HHA Commissioners shall consider the decision and determine:

The grievance does not concern HHA action or failure to act in accordance with or involving the complainant's lease or HHA regulations which adversely affect the complainant's rights, duties, welfare or status; or

The decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and HHA; or

The HHA Commissioners affirm the decision of the hearing officer.

The Board's decision will be mailed to the complainant within **20 calendar** days

following the Board meeting in which the decision is considered, and will notify the complainant that:

A decision by the Hearing Officer or HHA Board of Commissioners in favor of HHA or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, nor affect in any manner whatever, the rights of the complainant to a trial or judicial review in any proceedings which may thereafter be brought in the matter.

Housing Authority Eviction Actions

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

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

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

HHA's Section 504 Non-Discrimination Policy: In accordance with the requirements of Section 504 of the Rehabilitation Act of 1973, Helena Housing Authority (HHA) does not discriminate on the basis of disability in admission or access to, or treatment or employment in its federally assisted programs and activities. HHA does not retaliate or discriminate against, or coerce, intimidate or threaten any individual who (1) opposes any act or practice made unlawful by Section 504; or (2) files a grievance and/or complaint, testifies, assists, or participates in any investigation, proceeding, or hearing under Section 504.

Grievances alleging that HHA discriminates against persons with disabilities should be directed to Michael M O Neil at (406) 442-7970, moneil@hhamt.org or Montana Relay Service at 711. Filing a grievance with the Section 504 Coordinator does not prevent the applicant, resident and/or his/her family member or guardian from filing a fair housing complaint with the following:

Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
1670 Broadway, 22nd Floor
Denver, CO 80202-4801
Phone: (303) 672-5437
Toll Free: 1-800-877-7353
Fax: (303) 672-5026
TDD: (303) 672-5248
Web: www.hud.gov

Alternate formats are available upon request.



Equal Housing Opportunity

Chapter 15 DEBTS TO HHA

INTRODUCTION

This Chapter describes HHA's policies for the recovery of monies that have been underpaid and debts which are owed by residents to HHA. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is HHA's policy to meet the informational needs of residents and their families, and to communicate the program rules in order to avoid outstanding debts. Before a debt is assessed against a resident or their family, the file must contain documentation to support HHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the resident, family or other interested parties.

When outstanding debts are owed to HHA, HHA will make every effort to collect it. HHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments;
- Civil suits;
- Garnishment;
- Payment agreements;
- Collection agencies;
- Credit bureaus;
- Income tax set-off programs;

Whether the resident or family will be allowed to enter into a payment agreement with HHA depends on the amount owed and the circumstances of the debt. However, in cases of program fraud, no payment agreements will be offered by HHA.

A. DEBTS DUE TO FRAUD or NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

FAMILY ERROR/LATE REPORTING

Families or residents who owe money to HHA due to the family's failure to timely or properly report increases in income will be offered the opportunity to enter into a payment agreement with HHA. The term of the payment agreement will ensure that all amounts owed to HHA are repaid within twelve months of the date the agreement is signed. Failure to make scheduled payments by the established payment due date will result in termination of tenancy. Families will be offered a re-payment agreement for failing to report income one time only. Further unreported income, will result in termination of tenancy.

PROGRAM FRAUD

Families or residents who owe money to HHA due to program fraud will be required to repay all

monies owed by the first business day of the following month and their failure to do so will result in termination of tenancy. If the Tenancy is terminated and repayment has not been made, the money will still be considered owed to HHA and HHA may take action to collect the amounts owed.

If a resident or family owes an amount which equals or exceeds **\$5,000.00** as a result of program fraud, the matter will be referred to the Office Inspector General. Where appropriate, HHA will refer the matter for criminal prosecution.

B. ACCOUNTING OF DEBTS OWED AND TERMINATIONS

If the resident or family voluntarily or involuntarily terminates the lease agreement and leaves owing a balance, the security deposit will be applied towards the balance. HHA will refund only the remaining amount of the security deposit, less any amount needed to pay the cost of:

Unpaid rent;

Damages listed on the Move-Out Inspection Report that exceed normal wear and tear; and all other charges under the Lease, including damages caused by guests or family members of the resident.

Payment received from the resident marked as “rent,” will be applied to the oldest rent owed on the resident's account.

Payment of rent does not relieve the resident from its obligation to pay other debts owed to HHA, including but not limited to amounts due under a payment agreement, repair charges, damages, deposits, utilities and other charges due under the Lease.

B. WRITING OFF DEBTS

Debts owed to HHA may be written off if: HHA determines that the debtor is judgment proof; or The debtor is deceased; or

After diligent effort to locate, the debtor's whereabouts are unknown and the debt is more than 90 calendar days old.

Writing off a debt does not result in the cessation of collection activities for the debt. The resident or family will remain responsible for payment of the debt even if it is written off for accounting purposes.

D. DEBTS OWED TO HHA & TERMINATION REPORT

HUD requires public housing authorities to report certain information at the conclusion of your participation in a HUD rental assistance program.

The following information is collected once tenant participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance owed to HHA or the landlord up to \$500,000 and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income an/or change in family composition) or other charges such as damages, utility charges, etc.);
2. Whether or not the resident has entered into a repayment agreement for the amount that is owed HHA;
3. Whether or not the resident has defaulted on a repayment agreement;
4. Whether or not HHA has obtained a judgment against the resident or prior resident;
5. Whether or not the resident or prior resident has filed for bankruptcy; and
6. The negative reason(s) for the prior residents end of participation or any negative status (i.e. abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

Chapter 16
COMMUNITY SERVICE

[24 CFR Part 960 Subpart F and 24 CFR 903.7(I)]

INTRODUCTION

In July 2003, the United States Congress re-instated the community service requirement for all adults living in public housing.

The community service and self-sufficiency requirement is intended to assist adult public housing residents in improving their own economic and social well-being and give these residents a greater stake in their communities. The community service and self-sufficiency requirement allows residents an opportunity to "give something back" to their communities and facilitates upward mobility.

The community service and self-sufficiency requirement applies to all adult residents in public housing except for those exempted as set forth below.

A. REQUIREMENT

Each adult resident of **HHA** shall:

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

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

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

Each adult resident is required to contribute eight (8) hours of community service, or may be aggregated across a year. Any block is acceptable as long as 96 hours is completed by each annual certification, unless the adult qualifies under the exemption status.

B. EXEMPTIONS

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

Is 62 years of age or older;

Is a blind or disabled individual, as defined under section 216[I][I] or 1614 of the Social Security Act(42 U.S.C. 416(I)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or is a primary

caretaker of such individual;

Is engaged in a work activity as defined in section 407[d] of the Social Security Act (42 U.S.C. Section 607(d));

1. Unsubsidized employment
2. Subsidized private-sector employment;
3. Subsidized public-sector employment;
4. Work experience (including work associated with the refurbishing of publicly assisted housing) sufficient private sector employment is not available;
5. On-the-job training;
6. Job-search and job-readiness assistance;
7. Community service programs;
8. Vocational educational training (not to exceed 12 months with respect to any individual);
9. Job-skills training directly related to employment;
10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
11. Satisfactory attendance at secondary school or in a course of study leading to a certificate or general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate; and,
12. The provision of childcare services to an individual who is participating in a community service program;

HHA Policy:

HHA recognizes 30 hours of work activity or more per month as an exemption of community service;

Able to meet the requirements under a State program funded under part A of Title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

Is in a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

HHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.

HHA will permit residents to change exemption status during the year if status changes.

C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM

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

Eligible community service activities that can be performed include, but are not limited to:

1. Work at a local public or non-profit institution, including but not limited to: school, Head Start, other before or after school program, child care center, hospital, clinic, hospice, nursing home, recreation center, senior center, adult day care program, homeless shelter, feeding program, food bank (distributing either donated or commodity foods), or clothes closet (distributing donated clothing), etc.;
2. Work with a non-profit organization that serves PHA residents or their children, including but not limited to: Boy Scouts, Boys or Girls Club, 4-H Club, PAL, other children's recreation, mentoring, or education programs, Big Brother or Big Sister, Garden Center, Community clean-up programs, Beautification Programs, etc.;
3. Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Senior meals programs, Senior Center, Meals on Wheels, etc.;
4. Work with any other public or non-profit youth or senior organizations;
5. Work as an officer of a development or citywide resident organization;
6. Work as a member of the Resident Advisory Committee;
7. Work at the Authority to help improve physical conditions (for example as a floor, grounds or building captain);
8. Work at the Authority to help with senior programs;
9. Helping neighborhood groups with special projects;
10. Working through resident organization to help other residents with problems, serving as an officer in a Resident Organization, serving on the Resident Advisory Board; and
11. Caring for the children of other residents so they may volunteer.

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

HHA will give residents the greatest choice possible in identifying community service opportunities.

HHA will consider a broad range of self-sufficiency opportunities.

D. ANNUAL DETERMINATIONS

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

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

HHA will verify compliance annually. **If qualifying activities are administered by an organization other than HHA, the family member who is required to fulfill the service requirement must provide signed certification to HHA from the organization that the family member has performed the qualifying community service. HHA will then obtain verification of family compliance from such third parties.**

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

E. NONCOMPLIANCE

If **HHA** determines that a resident subject to the community service requirement has not complied with the requirement, **HHA** shall notify the resident of such noncompliance, and that:

The determination of noncompliance is subject to the administrative grievance procedure under **HHA's** Grievance Procedures; and

Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed, and

HHA may not renew or extend the resident's lease at the end of the 12-month lease term and shall take such action as is necessary to terminate the tenancy of the household, unless **HHA** enters into an agreement **30 calendar days** before the expiration of the lease term with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program for or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

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

Ineligibility for Occupancy for Noncompliance

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

F. HHA RESPONSIBILITY

HHA will ensure that all community service programs are accessible for persons with disabilities.

HHA will ensure that:

The conditions under which the work is to be performed are not hazardous;

If community service is performed at HHA; the HA will ensure that the work is not labor that would be performed by **HHA's** employees responsible for essential maintenance and property services; or

G. HHA IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT

It is the resident's responsibility to fulfill all community service requirements. Upon request, HHA will provide a list of community service and volunteer opportunities available throughout the community.

PROGRAM INTEGRITY ADDENDUM

INTRODUCTION

The U.S. Department of Housing and Urban Development (HUD) conservatively estimates that 600 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families either are totally ineligible or are receiving benefits that exceed their legal entitlement. **HHA** is committed to assure that the proper level of benefits is paid to all **residents** and that housing resources reach only income-eligible families so that program integrity can be maintained.

HHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines **HHA's** policies for the prevention, detection, and investigation of program abuse and **resident** fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will **HHA** undertake an inquiry or an audit of a **resident** family arbitrarily. **HHA's** expectation is that **resident** families will comply with HUD requirements, provisions of the lease, and other program rules. The **HHA** staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations.

However, **HHA** has a responsibility to HUD, the community, and eligible families in need of housing assistance to monitor **residents** for compliance with their lease obligations and, when indicators of possible abuse come to **HHA's** attention, to investigate such claims.

HHA will initiate an investigation of a **resident** family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. **HHA** will follow up on referrals received by mail, by telephone, or in person from other agencies, companies, or persons alleging that a **resident** family is in noncompliance with or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the **resident** file.

Internal File Review. A follow-up will be made if **HHA** staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review) information or facts that conflict with previous file data, **HHA's** knowledge of the family, or statements made by the family.

Verification or Documentation. A follow-up will be made if **HHA** receives

independent verification or documentation that conflicts with representations in the **resident** file (such as public record information or reports from credit bureaus or other agencies).

B. STEPS HHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, noncompliance, and willful violations of program rules by applicants and **resident** families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by **resident** families.

Things You Should Know (HUD-1140-OIG). This program integrity bulletin (created by HUD's inspector general) will be furnished and explained to all applicants to promote understanding of program rules and to clarify **HHA's** expectations for cooperation and compliance.

Program Orientation Session. The Admissions Specialist will review the lease and provide a copy of the tenant handbook to all new tenants and the family representative will be required to sign a lease to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. **HHA** will routinely provide **resident** counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and Explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

Resident Certification. All family representatives will be required to sign a **resident** certification form.

C. STEPS HHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The **HHA** staff will maintain a high level of alertness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification and at the completion of all subsequent recertifications, each **resident** file will be reviewed. At a minimum, such reviews shall examine:

Changes in reported Social Security numbers or dates of birth
Authenticity of file documents

Ratio between reported income and expenditures
Consistency of signatures with previously signed file documents

Observation. The **HHA** management and occupancy staff (to include maintenance personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins. These bulletins may be reviewed by management and staff.

State Wage Data Record Keepers. Inquiries to state wage and employment record-keeping agencies, as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

Credit Bureau Inquiries. Credit bureau inquiries may be made (with proper authorization by the **resident**) in the following circumstances:

- * **At the time of final eligibility determination**
- * **When an allegation is received by HHA wherein unreported income sources are disclosed**
- * **When a resident's expenditures exceed his/her reported income and no plausible explanation is given**

D. HHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

HHA staff will encourage all **resident** families to report suspected abuse to **the Executive Director**. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the **resident** file. All allegations, complaints, and tips will be carefully evaluated to determine whether they warrant follow-up. The **Executive Director** will not follow up on allegations that are vague or otherwise nonspecific. They will only review allegations that contain one or more independently verifiable fact(s).

File Review. An internal file review will be conducted to determine whether the subject of the allegation is a **resident** of **HHA** and, if so, whether the information reported has been previously disclosed by the family. **HHA** will then determine whether it is the most appropriate authority to do a follow-up (as compared to police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the

preliminary file review there are facts contained in the allegation that conflict with file data and that are independently verifiable, the **Executive Director** will initiate an investigation to determine if the allegation is true or false.

E. HOW HHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If **HHA** determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the executive director to monitor program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include the items listed below. In all cases, **HHA** will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a credit bureau inquiry may be made to determine whether the financial activity of a family conflicts with the family's reported income.

Verification of Credit. In cases where the financial activity conflicts with file data, a verification of credit form may be mailed to the creditor to determine the source of unreported income.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses who are believed to have direct or indirect knowledge of facts pertaining to **HHA's** review may be interviewed.

Other Agencies. Investigators, caseworkers, or representatives of other benefit agencies may be contacted.

Public Records. **HHA** will review any relevant public records kept in a jurisdictional courthouse. Examples of public records that may be checked are real estate records, marriage and divorce records, uniform commercial code financing statements, voter registration rolls, judgments, court or police records, state wage records, utility records, and postal records.

Interviews with Head of Household or Family Members. **HHA** will discuss the allegation (or details thereof) with the head of household or family members by scheduling appointments at **HHA's** office. A high standard of courtesy and professionalism will be maintained by the **HHA** staff person who conducts such interviews. Under no circumstances will inflammatory language, accusations, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

F. PLACEMENT OF DOCUMENTS, EVIDENCE, AND STATEMENTS OBTAINED BY HHA

Documents and other evidence obtained by **HHA** during the course of an investigation will be considered "work product" and will be kept either in the **resident** file or in a separate "work file." In either case, the **resident** file or work file will be kept in a locked file cabinet. Such cases under

review will be discussed only among **HHA** staff who are involved in the process or have information that may assist in the investigation.

G. CONCLUSION OF HHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the executive director or designee. It will then be determined whether the facts are conclusive and, if so, whether a violation has or has not occurred.

H. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, **HHA** will review the facts to determine:
What type of violation has occurred (procedural noncompliance or fraud)
Whether the violation was intentional or unintentional
What amount of money (if any) is owed by the **resident**?
Whether the family is eligible for continued occupancy

I. ACTION PROCEDURES FOR VIOLATIONS THAT HAVE BEEN DOCUMENTED

Once a program violation has been documented, **HHA** will propose the most appropriate remedy based upon the type and severity of the violation.

Procedural Noncompliance

This category applies when the **resident** "fails to" observe a procedure or requirement of **HHA** but does not misrepresent a material fact and there is no retroactive rent owed by the family. Examples of noncompliance violations are:

- Failure to appear at a prescheduled appointment
- Failure to return verification in the time period specified by **HHA**

Warning Notice to the Family. In such cases a notice containing the following will be sent to the family:

- * **A description of the noncompliance and the procedure, policy, or obligation that was violated;**
- * **The date by which the violation must be corrected or the procedure complied with;**
- * **The action that will be taken by HHA if the procedure or obligation is not complied with by the date specified by HHA; and**
- * **The consequences of repeated (similar) violations.**

Procedural Noncompliance - Retroactive Rent

When the **resident** owes money to **HHA** for failure to report changes in income or assets, **HHA** will issue a notice of underpaid rent. This notice will contain the following:

A description of the violation and the date(s)

Any amounts owed to **HHA**

The full amount is due by the first day of the following month.

If the amount is not paid by the first of the following month a 30 day notice of termination is then sent to the resident.

Resident Fails to Comply

A 30 day notice will sent advising the **resident of their** right to disagree and to request an informal review along with instructions for requesting an informal review.

.If the **resident** fails to comply with **HHA's** notice and a material provision of the lease has been violated, **HHA** will initiate termination of tenancy.

Intentional Misrepresentations

When a **resident** falsifies, misstates, omits, or otherwise misrepresents a material fact that results (or would result) in an underpayment of rent by the **resident**, **HHA** will evaluate whether or not:

The **resident** had knowledge that his/her actions were wrong

The **resident** willfully violated the lease or the law

Knowledge. This will be evaluated by determining whether the **resident** was made aware of program requirements and prohibitions. The **resident's** signature on various certifications, the briefing certificate, and the personal declaration are adequate to establish knowledge of wrongdoing.

Willful Intent. Any of the following circumstances will be considered adequate to demonstrate willful intent:

An admission by the **resident** of the misrepresentation

Repetition of the misrepresentation

Use of a false name or Social Security number

Admissions of the illegal action or omission by the **resident** to others.

Omission of material facts known to the **resident** (e.g., employment of the **resident** or other household member) Falsification, forgery, or altering of documents

Uttering and certifying to statements at a rent (re)determination that are later independently verified to be false

The Resident Conference for Serious Violations and Misrepresentations

When **HHA** has established that a material misrepresentation has occurred, a **resident** conference will be scheduled with the family representative and the **HHA** staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by **HHA**. The purpose of such a conference is to review the information and evidence obtained by **HHA** with the **resident** and to give the **resident** an opportunity to explain any document findings that conflict with representations in the **resident** file. Any documents or mitigating circumstances presented by the **resident** will be taken into consideration by **HHA**. The **resident** will be given **7 working** days to furnish any mitigating evidence.

A secondary purpose of the **resident** conference is to assist **HHA** in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, **HHA** will consider:

- The duration of the violation
- The number of false statements
- The **resident's** ability to understand the rules

- The **resident's** willingness to cooperate and to accept responsibility for his/her actions
- The amount of money involved
- The **resident's** history

- The presence or absence of criminal intent

Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, **HHA** may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

Criminal Prosecution. If **HHA** has established criminal intent and the case meets the criteria for prosecution, **HHA** may:

Refer the case to the local state or district attorney, notify HUD's regional inspector general for investigation (RIGI), and terminate rental assistance.

Refer the case to HUD's RIGI and terminate rental assistance

Administrative Remedies. **HHA** may:

- Terminate tenancy and demand restitution in full**
- Terminate tenancy and refer the debt to the collection agency**
- Terminate tenancy and pursue restitution through civil litigation**

Permit continued occupancy at the correct rent and expect full payment by the first of the following month after discovery.

Notification to Resident of Proposed Action

HHA will notify the resident of the proposed action by mail with certificate of mailing no later than 5 working days after the resident conference or 5 working days after the submission of any documents or mitigating circumstances by the resident, if any.

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Additional resources cited in this ACOP. Where a resource is cited frequently, it may be abbreviated.

CFR	Code of Federal Regulation
HCV GB	Housing Choice Voucher Program Guidebook, April 2001.
PH OCC GB	Public Housing Occupancy Guidebook, June 2003.
RHIIP FAQs	Rental Housing Integrity Improvement Program (RHIIP) Frequently Asked Questions