

TABLE OF CONTENTS

Part A. Introduction

**Purpose** ..... A-1  
Nondiscrimination and Equal Opportunity .....A-1  
**Reasonable Accommodations** ..... A-2  
**Discrimination Complaints** .....A-3  
**Privacy** ..... A-3  
**Authority**..... A-3  
**Objectives** ..... A-4  
**Revising the ACOP** ..... A-4  
**Terminology**..... A-4

Part B. Admissions

**Eligibility**..... B-1  
**Definition of Family** ..... B-1  
Restrictions of Assistance to Non-Citizens .....B-3  
Submission of Evidence of Citizenship or Eligible Immigration Status.....B-3  
Eligible Immigration Status Documents.....B-4  
Prohibition of Assistance to Noncitizen Students .....B-4  
**Income Eligibility**.....8-5  
**Annual Income** ..... B-5  
**Adjusted Income** ..... B-8  
Screening and Denial of Admission ..... B-8  
Family Information and Verification ..... B-11  
Acceptable Methods of Verification ..... B-11  
**Types of Verification** ..... B-13  
**Consent by Applicants**..... B-15  
Mandated Use of Enterprise Income Verification (EIV) ..... B-15  
Disclosure and Verification of Social Security Numbers ..... B-15  
**Obtaining Access to Criminal Records**..... B-16  
Obtaining Information from a Drug Treatment Facility.....B-17  
**Verification of Eligible Immigration Status**..... B-18  
**Notification of Eligibility** ..... B-18  
**File Documentation** ..... B-19

Part C. Tenant Selection and Assignment Plan

<b>Processing Applications</b> .....	<b>C-1</b>
<b>Waiting List Management</b> .....	<b>C-2</b>
<b>Preferences</b> .....	<b>C-2</b>
<b>Opening and Closing the Waiting List</b> .....	<b>C-2</b>
<b>Updating the Waiting List</b> .....	<b>C-3</b>
<b>Occupancy Standards</b> .....	<b>C-3</b>
<b>Dwelling Unit Offers</b> .....	<b>C-4</b>
Good Cause for Refusal of a Dwelling Unit Offer .....	<b>C-5</b>
<b>Accessible Dwelling Units</b> .....	<b>C-5</b>
<b>Income Targeting</b> .....	<b>C-6</b>
<b>Deconcentration</b> .....	<b>C-6</b>

Part D. Rent

<b>Choice of Rent</b> .....	<b>D-1</b>
<b>Information Provided to Families</b> .....	<b>D-2</b>
Financial Hardship Exemption from Minimum Rent.....	<b>D-2</b>
Switch from Flat Rent to Income-Based Rent Due to Hardship .....	<b>D-3</b>
<b>Rent Calculation for Mixed Families</b> .....	<b>D-3</b>
<b>Utilities</b> .....	<b>D-4</b>
Disallowance of Increase in Annual Income .....	<b>D-4</b>
<b>Rent Collection Policy</b> .....	<b>D-5</b>

Part E. Leasing and Inspections of Dwelling Units

<b>General Leasing Policy</b> .....	<b>E-1</b>
<b>Security Deposit</b> .....	<b>E-2</b>
<b>Visitors</b> .....	<b>E-2</b>
<b>Move-in Inspections</b> .....	<b>E-3</b>

Part F. Continued Occupancy

Eligibility for Continued Occupancy .....	<b>F-1</b>
Reexaminations of Family Income and Composition .....	<b>F-1</b>
<b>Annual Inspections</b> .....	<b>F-4</b>
Admission of Additional Members to a Current Household .....	<b>F-5</b>
Remaining Family Members and Prior Debt.....	<b>F-5</b>
<b>Transfers</b> .....	<b>F-6</b>

Part G. Lease Termination

**Grounds for Termination of Tenancy ..... G-1**  
**Notice Requirements.....G-1**  
**Record Keeping .....G-2**  
**Abandonment of Unit.....G-3**  
**Move-Out inspections.....G-3**

Part H. General Policies

**Occupancy by Police Officers.....H-1**  
**Occupancy by Over-Income Families .....H-1**  
**Termination of Lease based on Over-Income .....H-1**  
Restriction of Eviction of Families Based on Income.....H-2  
Approval to Operate a Business in a Dwelling Unit.....H-2  
**Fraud .....H-3**

Part I. Definitions

**Definitions.....1-1**

Appendix

- I. Income Limits
- II. Utility Allowances
- III. Grievance Procedure
- IV. Pet Policy
- V. Smoke-Free Policy
- VI. Community Service Policy
- VII. Deconcentration Policy
- VIII. Violence Against Women (VAWA) Policy
- IX. Enterprise Income Verification (EIV) Policy
- X. Agreement for Repayment of Debts Owed to Authority
- XI. Flat Rent Schedule

## PART A. INTRODUCTION

### **Purpose of the ACOP**

The purpose of this policy is to establish guidelines for the Hartwell Housing Authority (Authority) staff to follow in determining eligibility for admission to and continued occupancy of public housing (Program).

### **Nondiscrimination and Equal Opportunity (24 CFR 5.105)**

Civil rights laws protect the rights of applicants and residents to equal treatment by the Authority in the way it carries out its programs. It is the policy of the Authority to comply with all Civil Rights laws, including but not limited to:

- Title VI of the Civil Rights Act of 1964;
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act);
- 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;
- Any applicable State laws or local ordinances; and
- Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

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

- Deny a person any housing, services, or other benefits provided under the Program;
- Provide a person any housing, services, or other benefits which are different, or are provided in a different manner, from those provided to others under the Program;
- Subject a person to segregation or separate treatment in any matter related to the receipt of housing, services, or other benefits under the Program;
- Restrict a person in any way in access to such housing, services, or other benefits, or in the enjoyment of any privilege enjoyed by others in connection with such housing, services, or other benefits under the Program;

- Treat a person differently from others in determining whether he satisfies any occupancy, admission, eligibility or other requirement or condition which persons must meet in order to be provided housing, services, or other benefits provided under the Program; or
- Deny a person the opportunity to participate as a member of a planning or advisory body that is an integral part of the Program.

The Authority shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.

In accordance with Section 504 and the Fair Housing Amendments Act of 1988, the Authority will correct situations or procedures that create a barrier to equal housing opportunity to permit people with disabilities to take full advantage of the Program.

The Authority will, upon request by an applicant or resident with a disability, make structural modifications to its housing and non-housing facilities and make reasonable accommodations in its procedures or practices unless such structural modifications or reasonable accommodations would result in an undue financial and administrative burden on the Authority, or would result in a fundamental alteration in the nature of the program.

The Authority will not permit these policies to be subverted to do personal or political favors. The Authority will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

To further its commitment to full compliance with applicable Civil Rights Acts, the Authority will provide federal, state, and local information to applicant/participant households regarding discrimination and recourse in the event of discrimination. Such information will be made available during the Pre-Occupancy Briefing and all applicable forms and printed material will be made available to prospective resident families.

### **Reasonable Accommodations**

At certain times, to ensure equal access to the Program, the Authority will provide a "reasonable accommodation" to persons requesting such. A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

Due to the varying types of reasonable accommodations that may be requested, it is the Authority's policy to determine whether to allow a reasonable accommodation on a case-by-case basis.

An accommodation will not be considered reasonable if it constitutes a fundamental alteration of the Authority's Program or constitutes an undue financial or administrative burden on the Authority.

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form. Notifications of reexamination, inspection, appointments, or eviction will include information about

requesting a reasonable accommodation. All decisions granting or denying requests for reasonable accommodations will be in writing.

### **Discrimination Complaints**

An applicant or tenant who believes they have been subject to unlawful discrimination by the Authority should first contact the Authority to attempt to resolve the matter. If the Authority cannot resolve the matter to the applicant or tenant's satisfaction, the Authority will provide the complainant with information about how to file a complaint with HUD.

### **Privacy (24 CFR 5.212)**

It is the policy of the Authority to comply with the Privacy Act (5 U.S.C. 552a) in the collection, maintenance, use, and dissemination of Social Security Numbers (SSNs), any information derived from SSNs, and income information of applicants and participants of the Program.

Therefore, the Authority shall not disclose any personal information contained in such records by any means of communication to any person or to another agency unless the individual to whom such information pertains requests or consents to such disclosure or unless such disclosure is authorized under the applicable provisions of the Privacy Act. The Authority has determined that disclosure under any other circumstances would constitute an unwarranted invasion of privacy in violation of the Privacy Act and the United States Constitution. The Authority shall refuse any and all requests for any unauthorized and unlawful disclosures. It is important to note that this privacy policy is applicable to the disclosure of participant information and NOT the gathering and use of information necessary to ensure full compliance with HUD regulations governing such items including, but not limited to, the following:

- determining initial and on-going eligibility
- applicable allowances and deductions
- resident rental payments
- current and past assets
- outstanding indebtedness to government as a result of prior participation in other federally- subsidized housing programs

However, no information regarding applicant/participant households will be solicited unless directly attributed to direct or implied responsibilities of the Authority.

All assistance applicants will be provided with a Privacy Act notice at the time of application. All participants will be provided with a Privacy Act notice at each annual income recertification.

### **Authority**

Eligibility for admission to and occupancy of Program is governed by requirements of the Department of Housing and Urban Development, with some latitude for local policies and procedures. This Admissions and Continued Occupancy Policy (ACOP) incorporates these requirements and is binding upon applicants, residents, and the Authority alike, the latter two through inclusion of the ACOP into the Dwelling Lease by

reference. Notwithstanding the above, changes in applicable Federal law or regulations shall supersede this policy at any point in which they are in conflict.

## **Objectives**

The objectives of this policy are to:

- Promote the overall goal of drug-free, healthy, safe, affordable, decent, and sanitary housing in good neighborhoods by:
  - (a) Ensuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility;
  - (b) Ensuring the fiscal stability of the Housing Authority; and,
  - (c) Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the neighborhood.
- Facilitate the efficient management of the Authority and compliance with Federal Regulations by establishing the policy basis for management procedures, record keeping, and auditing.
- Comply in letter and spirit with Title VI of the Civil Rights Act of 1964 and all other applicable Federal Laws and regulations to ensure that admission to and occupancy of public housing neighborhoods is conducted without regard to race, color, creed, sex or national origin.
- Prescribe standards and criteria for resident selection and annual reexamination of income and family composition.

## **Revising the ACOP**

From time to time, the Authority will need to revise this Policy to meet updated HUD requirements or changing local circumstances. All revisions to the Policy are subject to approval by the Authority's Board of Commissioners.

## **Terminology**

The term "he" or "his" used throughout this document is used in the generic sense to include male/female, singular/plural as appropriate. The Hartwell Housing Authority is also referred to as the "Authority" or the "**PHA**" throughout this document.

## **PART B. ADMISSIONS**

### **Eligibility (24 CFR 960.201)**

Determining eligibility of an applicant for the Program is one of the first steps in the admission process. All families who are admitted to the Program must be determined individually eligible under the terms of this policy. In order to be determined eligible, an applicant family must meet ALL of the following requirements;

- Qualify as a family as defined in this Part;
- Meet HUD requirements concerning citizenship or immigration status;
- Must have an annual income that is no more than the low-income limit for Hart County, Georgia. The current Income Limits are included in Appendix I and are posted in the Authority's main office;
- Provides documentation of Social Security numbers for all family members, or certifies that they do not have Social Security numbers.

Although an applicant is considered to be eligible for the Program, it does not necessarily mean they are qualified. In addition to the above eligibility criteria, the applicant must also meet the Authority's Screening Criteria.

### **Definition of Family (24 CFR 5.403)**

A "family" as used in this policy includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- An elderly family;
- A near-elderly family;
- A disabled family;
- A displaced family;
- The remaining member of a tenant family; and
- A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.



An **elderly family** means a family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include 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 **near-elderly family** means a family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62: or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

A **disabled family** means a family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

A **displaced family** means 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.

A **live-in aide** means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

A **person with disabilities** means a person who:

- a. Has a disability as defined in 42 U.S.C. 423;
- b. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - (i) Is expected to be of along-continued and indefinite duration;
  - (ii) Substantially impedes his or her ability to live independently; and
  - (iii) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- c. Has a developmental disability as defined in 42 U.S.C. 6001.

The definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low income housing, the definition does not include a person whose disability is based solely on any drug or alcohol independence.

Certain persons who are not members of a family may still reside in a unit, but only with the Authority's permission.

### **Restrictions of Assistance to Non-Citizens (24 CFR 5.500)**

Eligibility for the Program is limited to U. S. citizens or nationals and applicants who have eligible immigration status.

A family is not eligible for assistance unless every member of the family residing in the unit is determined to have eligible status or unless the family meets the conditions of a mixed family.

A mixed family means a family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigrations status. (Refer to Part D for the procedure to determine rent for a mixed family.)

### **Submission of Evidence of Citizenship or Eligible Immigration Status (24 CFR 5.508)**

Each member of the family, regardless of age, must submit the following evidence of citizenship or eligible immigration status to the Authority:

- For U.S. citizens or U.S. Nationals, a signed declaration of U.S. citizenship or U.S. nationality must be submitted to the Authority.
- For noncitizens who are 62 years of age or older, a signed declaration of eligible immigration status and proof of age document must be submitted to the Authority.
- For all other noncitizens, a signed declaration of eligible immigration status, one of the required INS documents referred to below, and a signed verification consent form.

The written declaration declaring U.S. citizenship or eligible immigration status is signed under penalty of perjury. For each adult, the declaration must be signed by the adult. For each child, the declaration must be signed by an adult residing in the assisted dwelling unit who is responsible for the child.

If one or more family members do not have citizenship status of eligible immigration status, the family members may exercise the election not to contend to have eligible immigration status. If other members of the same family have eligible status, the family may be eligible for status under a Mixed Family. The family must identify in writing to the Authority, the family member(s) who will elect not to contend that he or she has eligible immigration status.

The Authority must give each applicant a notice of the requirement to submit evidence of citizenship or eligible immigration status at the time of application for assistance.

Evidence of eligible status must be submitted to the Authority along with other required eligibility documents covered in this Plan within 10 business days from the time the Authority notifies the applicant.

Evidence of eligible status for each family member is required to be submitted only once during continuously assisted occupancy.

The Authority will allow an applicant an extension of 10 business days to submit evidence of eligible status for a family member if the family member:

- Submits the required declaration; and
- Certifies that the evidence needed to support a claim of eligible immigration status is temporarily unavailable, additional time is needed to obtain and submit the evidence, and prompt and diligent effort will be undertaken to obtain the evidence.

The Authority will provide a written notice to the family concerning the decision to grant or deny an extension. If the extension is granted, the notice will include the time period of the extension. If the extension is denied, the notice will include the reason(s) for the denial.

Failure to submit the required evidence of eligible immigration status within the time frame listed above or failure to establish eligible immigration status will be grounds for denial of assistance.

#### **Eligible Immigration Status Documents (24 CFR 5.510)**

The Authority will request and review original immigration status documents of the applicant. Photocopies of all original documents will be made and retained in the applicant's file. The original documents will be returned to the family.

Acceptable evidence of eligible immigration status shall be the original of a document designed by INS as acceptable evidence including:

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not an acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept on file by the Authority for at least five years.

#### **Prohibition of Assistance to Noncitizen Students (24 CFR 5.522)**

Noncitizen students, noncitizen spouses of noncitizen students and minor children accompanying the student or following to join the student are not eligible to be admitted to the Program. A spouse of the noncitizen student who has eligible status may be eligible for assistance along with children of the noncitizen student and eligible spouse.

**Income Eligibility (24 CFR 960.201 (a)(2))**

To be income eligible for the Program, the applicant family's annual income must not exceed the low income limit for Hart County, Georgia. Family annual income is used both for determination of income eligibility and for income targeting requirements.

**Annual Income (24 CFR 5.609)**

Annual Income means all amounts, monetary or not, which go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and, which are not specifically excluded in section (ii) of this policy.

Annual income also means amounts derived during the 12-month period from assets to which any member of the family has access.

- (i) Annual Income includes, but is not limited to:
    - (a) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
    - (b) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;
    - (c) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in (b) above of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;
    - (d) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (a lump-sum payment is considered an asset when calculating the total tenant payment);
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- (e) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (see (ii)(c) in this section);
  - (f) Welfare assistance payments;
    - 1) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments qualify as assistance under the TANF program definition at 45 CFR 260.31 and are not otherwise excluded in Section (ii) below.
    - 2) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities plus the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this section shall be the amount resulting from one application of the percentage.
  - (g) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
  - (h) All regular pay, special pay and allowances of a member of the Armed Forces (except a provided in paragraph (e.) in the next sub-section regarding special pay);
  - (ii) Annual Income does not include the following:
    - (a) Income from employment of children (including foster children) under 18 years old;
    - (b) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
    - (c) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (see (i) (e) in this section);
    - (d) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
    - (e) Income of a Live-in Aide;
-

- (f) Subject to above, the full amount of student financial assistance paid directly to the student or to the educational institution;
  - (g) The special pay to a family member serving in the in the Armed Forces who is exposed to hostile fire;
  - (h)
    - 1) Amounts received under training Programs funded by HUD;
    - 2) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
    - 3) Amounts received by a participant in other publicly assisted Programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific Program;
    - 4) Amounts received under a resident service stipend, not to exceed \$200 per month, received by a resident for performing a service for the HA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, playground patrol, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
    - 5) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training Programs and training of a family member as resident management staff;
  - (i) Temporary, non-recurring or sporadic income (including gifts);
  - (i) 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;
  - (k) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse);
  - (l) Adoption assistance payments in excess of \$480 per adopted child;
  - (m) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;
  - (n) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
  - (o) 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;  
or

- (p) 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 applicable federal regulations apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

If it is not feasible to anticipate a level of income over a 12 month period, or the Authority believes that past income is the best available indicator of expected future income, the Authority may annualize the income for a shorter period, subject to a redetermination at the end of the shorter period.

### **Adjusted Income (24 CFR 5.611)**

Adjusted income means annual income (as determined by the Authority) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

- (i) \$480 for each dependent;
- (ii) \$400 for any elderly or disabled family;
- (iii) The sum of the following, to the extent the sum exceeds 3% of annual income:
  - (a) Unreimbursed medical expenses of any elderly family or disabled family;
  - (b) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and are able to work because of such attendant care or auxiliary apparatus;
- (iv) Any reasonable childcare expense necessary to enable a member of the family to be employed or to further his or her education.

### **Screening and Denial of Admission**

The Authority will inform all applicants about the applicant selection criteria used for determining qualification for the Program and what aspects of their background will be checked.

#### *Mandatory Denials (24 CFR 960.204)*

The Authority will prohibit admission of an applicant to the Public Housing Program if a household member has been evicted from federally assisted housing for drug-related criminal activity for a period of

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ACOP  
April 2020*

five years from the date of the eviction. However, the Authority may admit the household if the Authority determines:

- The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Authority.
- The circumstances leading to the eviction no longer exists (for example, the criminal household member has died or is imprisoned).

The Authority will prohibit admission to the Program if:

- It is determined that any household member is currently engaging in illegal use of a drug; or
- It is determined that there is reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

The Authority will permanently prohibit admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

The Authority will also prohibit the admission to the Program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. The Authority will screen for this registration in Georgia and other states where the household members are known to have resided.

The Authority will prohibit admission to the Program if the Authority determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

*Additional Requirements for Admission (24 CFR 960.203)*

The applicant family must conform to the Occupancy Standards contained in this policy regarding unit size and type.

The applicant must have a satisfactory record in meeting past financial obligations, especially in payment of rent. In situations where an unsatisfactory record is obtained, the Authority shall take into consideration extenuating circumstances such as illness, or other incidents beyond the control of the applicant.

- Applicants shall not have a history (over the past two years) of habitual late rent payments, as defined by four or more late payments during one calendar year;
- Applicants shall not have been evicted for non-payment of rent over the past two years.

The applicant family must have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, sexual deviation or any other history which may be reasonably expected to adversely affect:



- The health, safety or welfare of other residents;
- The peaceful enjoyment of the neighborhood by other residents; and
- The physical environment and fiscal stability of the neighborhood.

The applicant family must not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of a fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In a case where a qualified agency is working with the applicant family to improve its housekeeping and the agency reports that the applicant family shows potential for improvement, decision as to eligibility shall be reached after referral to and recommendation by the Executive Director or his designee. The category does not include applicant families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.

The applicant family must have no history of criminal activity which, if continued, could adversely affect the health, safety or welfare of other residents.

The applicant family must be able to demonstrate capacity to discharge all lease obligations. This determination shall be made on a case-by-case basis and shall not be used to exclude a particular group by age, handicap, etc. In determining the applicant family's capacity to discharge all lease obligations the Authority must consider the family's ability to secure outside assistance in meeting those obligations.

The applicant currently owes rent or other amounts to the Authority or another PHA in connection with the Public Housing Program or Housing Choice Voucher Program. An applicant who owes a move out balance to the Authority or other PHA will not be considered for readmission until the account is paid in full and reasonable assurance is obtained of the applicant's ability to meet his or her rent obligations.

The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, neighborhood assignment, etc. will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility criteria at that time.

Substance abuse as used above and criminal activity as used above shall include, but not be limited to, the illegal manufacture, sale, distribution, use, possession or possession with intent to manufacture, sell, distribute, or use, of a controlled substance.

For purposes of determining "currently engaged in" criminal activity means that a person has engaged in the behavior within the previous 12 months. Also, the Authority has established "reasonable cause" to mean the applicant has a documented record of such behavior.

Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, credit bureau, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented in accordance with this policy and placed in the applicant's file. Such documentation may include reports of interviews, letters or written summaries of telephone conversations with reliable sources.

As a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a summary of the information received.

All selection criteria are subject to protections for victims of domestic violence, dating violence, or stalking. (24 CFR 5.2005) Please refer to Appendix VM for the complete VAWA Policy.

**Family Information and Verification (24 CFR 960.259)**

The Authority will verify information related to eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full-time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

**Acceptable Methods of Verification**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. Or, for citizenship, documentation such as listed below will be required. Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following five verification methods acceptable to HUD, in the order of priority indicated:

**1. Enterprise Income Verifications (EIV)**

EIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals. Current EIV resources include:

- a. Tenant Assessment Subsystem (TASS) - HUD's online system for Social Security and Supplemental Security Income information.
- b. State Wage Information Collection Agencies (SWICAs)
- c. State systems for the Temporary Assistance for Needy Families (TANF) Program
- d. Credit Bureau Information (CBA) credit reports
- e. Internal Revenue Service (IRS) Letter 1722
- f. Private sector databases (e.g. The Work Number)

Additional EIV resources will be used as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

*Hartwell Housing Authority  
ACOP  
April 2020*

It is important to note that EIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the participant is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters EIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a participant until the Authority has independently verified the EIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include the Authority requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information the Housing Authority derives from the EIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals. Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

## **2. Third-Party Written Verifications**

This includes written documentation, with forms sent directly to and received from a source, not passed through the hands of the family. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc.

Third party written verifications may also be used to supplement Up-Front-Income Verifications.

Third-party verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits and verification from HUD's online systems. If either of these forms is not obtainable, then the file shall be documented as to why third party verification was not used.

The Authority will allow two weeks for the return of third party written verifications prior to continuing on to the next type of verification.

## **3. Third-Party Oral Verifications**

This includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date, and the facts obtained. The Authority will allow five business days for the return of third-party oral verifications prior to continuing on to the next type of verification.

## **4. Review of Documents**

When EIV, written or oral third party verifications are not available within the two weeks and five business days periods allowed above, the Authority would use the information received by the family, provided that the documents provide complete information.

Photocopies of the documents, excluding government checks, provided by the family will be

*Hartwell Housing Authority  
ACOP  
April 2020*

maintained in the file. In cases in which documents are viewed and cannot be photocopies, staff reviewing the documents will complete a written statement as to the contents of the document(s).

## 5. Self-Certification and Self-Declaration

When EIV, written and oral third-party verifications are not available within the two weeks and five business days allowed above, and hand carried verification cannot be obtained, the Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/resident file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When any verification method other than Enterprise Income Verification is used, the Authority will document the reason for the choice of the verification methodology in the applicant/resident's file.

### Types of verification

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Authority will send a request form to the source along with a release form signed by the applicant/resident via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3rd party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security. electronic reports	Social Security card or a third party document stating the Social Security Number
Citizenship	<b>NIA</b>	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	<b>NIA</b>
Childcare costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
CDs, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	<i>NIA</i>	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	<i>NIA</i>	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Social Security		Letter from Social Security as verified by HUD computer systems
Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether <b>it</b> has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion	<i>NIA</i>  Evidence of job start

For households reporting "zero" income, the Authority will require statements and verification from parties who are identified as providing non-cash contributions such as groceries and clothing;

A summary of verified information shall be prepared upon receipt of all required verification documentation and shall include the following determinations:

- (a) Eligibility for admission;

- (b) Preferences;
- (c) Deductions; and
- (d) Screening criteria.

### **Consent by Applicants (24 CFR 5.230)**

Each member of an applicant or tenant family who is at least 18 years of age, and each family head and spouse, regardless of age, will be required to sign a consent form which includes:

- A provision authorizing the Authority to obtain from SWICAs any information or materials necessary to complete or verify the application for assistance; and
- A provision authorizing the Authority to verify with previous or current employers income information pertinent to the applicant's eligibility for the Public Housing Program;
- A provision authorizing the Authority to request income return information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the Program applicant's level of benefits; and
- A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

If an applicant or tenant or any member of the applicant's or tenant's family does not sign and submit the consent form as required, the Authority will deny admission to the applicant and terminate the dwelling lease of the tenant.

### **Mandated Use of Enterprise Income Verification (24 CFR 5.233)**

The Authority will use HUD's Enterprise Income Verification (EIV) System in its entirety:

- As a third party source to verify tenant employment and income information during all mandated eligibility, recertification and reexamination processes; and
- To reduce administrative and rent calculation errors.

The Authority's EN Policy is located in Appendix IX.

### **Disclosure and Verification of Social Security Numbers (24 CFR 5.216)**

All persons applying to the Program, except those who do not contend eligible immigration status, must submit the following information before being considered for admittance:

- Social Security Number of each applicant and each member of the applicant's household; and
- A valid SSN card issued by the SSA; or
- An original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual.

An applicant family may receive an offer for housing, even if the family lacks the documentation necessary to verify the SSN of a family member under the age of six (6) years. The family will be allowed a ninety (90) day grace period in which to provide the appropriate documentation. One additional ninety (90) day grace period will be granted if the Authority determines that, in its discretion, the applicant's failure to comply was due to circumstances outside the control of the applicant. If the applicant family does not produce the required documentation within the authorized time period, the Authority will terminate the tenancy in accordance with 24 CFR 5.218.

### **Obtaining Access to Criminal Records (24 CFR 5.903)**

As part of the determination of eligibility for participation in the Public Housing Program, the Authority screens applicants for criminal activities. All applicant families must submit a consent form for releasing criminal records which must be signed by each adult household member. In signing the consent form, an adult household member consents that:

- Any law enforcement agency may release criminal conviction records concerning the household member to the Authority;
- The Authority may receive the criminal conviction records from a law enforcement agency, and may use the records to determine eligibility.

Before the Authority denies admission to the Public Housing Program on the basis of a criminal record, the Authority will notify the household of the proposed action to be based on the information and must provide the subject of the record and the applicant a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record. **(24 CFR 960.204 (4) (c))**

The Authority may not pass along any costs related to obtaining a criminal record to the applicant. **(24 CFR 960.204 (4) (d))**

The Authority will ensure that all criminal records received by the Authority are:

- Maintained confidentially;
- Not misused or improperly disseminated; and
- Destroyed once the time limit for requesting an informal hearing or grievance hearing has expired or if such a hearing is requested, at the conclusion of such hearing.

**Obtaining Information from Drug Treatment Facility (24 CFR 960.205)**

This section addresses the authority to request and obtain information from drug abuse treatment facilities concerning applicants.

The Authority will submit a request to a drug abuse treatment facility only for those household members:

- Whose criminal record indicates prior arrest or conviction for any criminal activity that may be a basis for denial of admission;
- Whose prior tenancy records indicate that the proposed household member:
  - (a) Engaged in the destruction of property;
  - (b) Engaged in violent activity against another person; or
  - (c) Interfered with the right of peaceful enjoyment of the premises of other residents.

The Authority will require each household member meeting the above criteria to sign one or more consent forms which:

- Requests any drug abuse treatment facility to inform the Authority only where the drug abuse treatment facility has reasonable cause to believe that the household member is currently engaging in illegal drug use;
- Complies with the form of written consent required by 42 CFR 2.31; and
- Authorizes the Authority to receive such information from the drug abuse treatment facility, and to utilize such information in determining whether to prohibit admission of the household member to the Authority's Program.

The consent form submitted by a household member will expire automatically after the Authority has made a final decision to either approve or deny the admission of such household member.

If the drug abuse treatment facility charges the Authority a fee for information provided, the Authority may not pass the cost along to the applicant or tenant.

All records obtained from a drug abuse treatment facility shall be maintained confidentially and in accordance with section 543 of the Public Health Service Act (12 USC 290dd-2) to ensure that the records are not misused or improperly disseminated.

The information will be destroyed:

- No later than five business days after the Authority makes a final decision to admit the person as a household member under the Authority's Public Housing Program; or
- If the Authority denies the admission of such person as a household member, in a timely manner after the date on which the statute of limitations for the commencement of a civil action based on



the denial of admissions has expired without the filing of a civil action or until final disposition of any such litigation.

### **Verification of Eligible Immigration Status (24 CFR 5.512)**

No family may be admitted to the Program prior to the verification of the eligibility of at least one family member.

Primary verification of the immigration status of the person is conducted by the Authority using 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.

If the INS SAVE system does not verify eligible immigration status, a secondary verification will be performed. The Authority will request the INS to perform a manual search of its records within 10 days of receiving the results of the primary verification. If the secondary verification does not confirm eligible immigration status, the Authority will issue a notice of denial or termination of assistance to the family.

The Authority is not liable for any action, delay, or failure of the INS in conducting the primary or secondary verification.

### **Notification of Eligibility (24 CFR 960.208)**

As soon as possible after receipt of a completed application, the Authority will determine the applicant family's eligibility for the Program in accordance with the provisions of this policy, and will determine whether a preference exists. (See Part C. Tenant Selection and Assignment Plan for Preferences).

In the event an applicant is eligible and satisfies all requirements for admission to the Program, the Authority will notify the applicant of such and provide an estimated date of occupancy. The Authority reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that the prior determination was inappropriate.

Any applicant determined to be ineligible for admission will be notified by the Authority in writing. The letter will include the basis for the ineligible determination and advise the applicant of the opportunity to request an informal review concerning the determination. The applicant family will also be advised in the written notification that should an informal review be desired, a written request to this effect must be received by Authority within five working days of the date of the notification of ineligibility.

#### *Informal Review*

- If a request for an informal review is received within the specified five day period, the Authority will notify the applicant, in writing, of the scheduled time and date of the conference.
- The Authority will appoint a Review Officer to conduct the informal review. The Review Officer will be an Authority Officer or employee who did not participate in the original determination of denial and is not a subordinate of the party who made the denial decision or anyone who approved such decision.

- The applicant will be apprised that they may be represented by legal counsel or other representative at his/her own expense.
- A written record of the informal review decision will be mailed to the applicant and also maintained on file by the Authority.

**File Documentation (24 CFR 960.259 (c))**

The Authority must obtain and document in the family file third party verification of the following factors, or must document why third party verification was not available:

- Names, relationship to head, birth date, social security number and citizenship or eligible immigration status of all family members;
- Names, status in the household, birth date, social security number and citizenship or immigration status of live-in aides and foster children;
- Disabilities;
- Amounts and sources of income of all family members;
- Net family assets;
- Deductions from annual income;
- Rent computation;
- Admission preferences;
- Screening information; and
- HUD 50058 form.

## PART C. TENANT SELECTION AND ASSIGNMENT PLAN

### Processing Applications

All admissions to the Program shall be made on the basis of a personal interview where an application is completed by the applicant family and Authority personnel. The Authority will conduct interviews when the application process is open. Applications will be completed during the hours posted in the Authority's main office. The Application for Admission shall constitute the basic legal record of each family applying for admission and shall support the Authority's determinations of eligibility status, priority status, rent, and size of unit for which the applicant is qualified. All supplemental materials pertaining to eligibility shall be considered a part of the application record and carefully recorded. This includes verifications of income and family composition and such other data as may be required. The following conditions shall govern the taking and processing of applications:

- Applications for the Program will be completed during a one-on-one interview between the applicant family and Authority personnel and shall be maintained on the Authority's computer system. Applicants shall complete and sign the application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The Authority reserves the right to require the signature of any or all adult members of the applicant household.
- Applicants will be required to submit verification documentation as part of the application process. Applicants will be given a list of required verifications at the time of their interview with designated Authority personnel for the purpose of determining eligibility.
- Should applicants fail to provide required verification documentation within 10 business days; their application will be placed in an inactive status until the requested documentation is received.
- The Authority will take applications at the main office which will allow for processing by a knowledgeable staff person of the rules and regulations governing resident selection and assignment, but reserves the right to establish satellite locations for application taking, so long as all processing is done in a central location.
- Application interviews shall be conducted in private.
- Applications shall be updated as applicants report changes in income and family circumstances. All modifications to applications shall be properly documented and the transaction initialed by the staff member making the change.
- The Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements.

## Waiting List Management

Once an applicant has been determined eligible for the Program, their name will be placed on the Authority's waiting list. It is the Authority's policy that each eligible applicant be assigned their appropriate place on the wait list based on:

- Type and size of unit needed;
- Preference point totals, if any; and
- Date and time the application was received.

## Preferences (24 CFR 960.206)

The Authority has adopted a system of local preferences for selection of applicants admitted to the Program. The Authority's system of selection preferences is based on the local housing needs and priorities. The local preference adopted by the Authority includes:

- Homeless - Applicants who lack a permanent residence due to no fault of their own. To receive this preference, the applicant must be residing in a homeless shelter at the time of application. Verification of circumstances must be provided. If there is no apartment available during the time the applicant is homeless and the applicant subsequently moves to permanent housing, this preference is no longer available to the applicant.
- Domestic Violence - Applicant who has been a victim of domestic violence and has had to move from their previous residence based on safety concerns. Applicant must certify that they are a victim of domestic violence under the **VAWA** Policy. Act of domestic violence must have occurred within the last two months prior to submitting application.
- Elderly/Disabled - Elderly and/or disabled applicants will receive priority over single applicants.

Each preference is assigned one point. Applicants may be awarded multiple points if they meet the criteria for multiple preferences.

For properties designated for elderly and disabled residents, near-elderly applicants will be housed if no elderly or disabled applicants are on the waiting list.

The Authority will use the date and time of the application to select among qualified applicants who have equal priority for admission.

The Authority will inform all applicants about the available preferences and will give each applicant an opportunity to document that they qualify for a preference. A preference does not guarantee housing. All applicants must still meet the Authority's screening criteria listed in Part B.

Families on the waiting list who did not qualify for a preference at the time they applied may experience a change in circumstances that later qualifies them for a preference. The reverse may also occur. In such

instances, the family should contact the Authority so that their status may be updated. The original date and time of application will remain the same even if a family's preference status changes.

### **Opening and Closing of the Waiting List**

The Authority reserves the right to close the waiting list when the current supply of completed full applications exceeds the number of families that could be reasonably expected to be housed within the next 12 months. The Authority will publish a public notice advertising the decision to close the waiting list. When the waiting list is closed, the Authority will not maintain a list of individuals who wish to be notified when the waiting list is reopened.

Once the level of applications has reached a more manageable number, the Authority will publish a Public Notice in the local paper advertising the reopening of the waiting list.

All active applications will be purged no less than once every 12 months. Notification shall be sent to each applicant informing them that unless they confirm their continued interest, their application will be removed from the active file. Returned notifications will be attached to the respective application as evidence of unsuccessful effort to locate the applicant. All applicants will be instructed to notify the Authority whenever there is a change in family composition, income, address, and any other factors relative to their eligibility status. Applicants should notify the Authority if he/she no longer desires consideration for the Program.

### **Updating the Waiting List**

If the wait list expands to a number where the time to receive a unit offer reaches a period of at least 12 months, the Authority will update the wait list on an annual basis.

The Authority will send a written notification to each applicant requesting updated application information. Applicants with disabilities who have requested an alternative method of communication will be contacted using that method. Applicants will be given 10 business days from the date of the notice to return the completed request to the Authority.

The Authority will send out a second written notice to all applicants who failed to respond to the first request for updated information. The second notice will include instructions for the applicant to visit the Authority's office in person to complete the application update.

If an applicant fails to respond to the second notice, the Authority will withdraw their name from the waiting list.

### **Occupancy Standards**

To avoid overcrowding and prevent wasted space, units are to be leased in accordance with the occupancy standards set forth below. If there should be a dwelling unit that cannot be filled with a family of appropriate size, after all possible efforts have been made to stimulate applications, a family eligible for the next smaller size unit may be offered this unit. The offer shall be made with the understanding that the

family is subject to later transfer to a unit of the proper size. If the applicant family requires more than four bedrooms, the Authority will be unable to provide housing to the applicant.

The following principles will be used to determine proper bedroom size for which a family will qualify. Generally, two people will be expected to share each bedroom, except that units will be assigned that:

- It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom.
- Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
- Two children of the opposite sex may but, will not be required share a bedroom.
- An unborn child will not be counted as a person in determining unit size.
- The Authority will include a child who is temporarily absent from the home because the child has been placed in foster care or is away at school.
- A single head of household parent shall not be required to share a bedroom with his or her child.
- A live-in aide shall be assigned a separate bedroom.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

The Authority will also inform applicants of the minimum and maximum family sizes for which they qualify and let them decide the size of unit for which they would like to be considered. In making the final determination for unit size the Housing Authority will consider the applicant's input.

These standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the restraints of financial solvency and program stability. The Authority will also assign units based on the type of unit needed by the individual applicant or applicant family. This refers primarily to the family's ability to use stairs or their status as an elderly family.

When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. These families will be transferred in accordance with the Transfer Policy.

**Dwelling Unit Offers**

To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status, the Authority will use the following policy in making unit offers to qualified applicants.

The qualified applicant with the highest priority on the waiting list will be offered a unit of appropriate size and type. If multiple units of appropriate size and type are available, the Authority will offer the unit that has been vacant the longest.

Initial offers will be made by phone. If the applicant cannot be reached by phone, the Authority will send via first-class mail.

After receiving the offer, the applicant will have three business days to accept or reject the offer. Failure to respond to a unit offer within the specified timeframe will be considered a rejection of the offer.

If the unit offer is accepted, the applicant must execute the dwelling lease within three business days of acceptance. Failure to execute the lease within the assigned period will result in withdrawal of the offer and removal from the waiting list.

If the unit offer is refused without good cause, the applicant will be returned to the bottom of the waiting list. An applicant who refuses a unit offer without good cause will lose any preferences which they may qualify and also the date and time of their application will be changed to the date and time of the rejection of the unit offer.

An applicant who refuses a unit offer without good cause for a second time will be removed from the waiting list and may not reapply for admittance to the Program for a period of 12 months.

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

### **Good Cause for Refusal of a Dwelling Unit Offer**

If an applicant is willing to accept the unit offered but, is unable to move-in at the time of the offer and presents clear evidence ("good cause") that acceptance of the offer will result in undue hardship, the applicant will not be dropped to the bottom of the waiting list.

Examples of "good cause" for a unit offer refusal are:

- The unit is not ready for move-in at the time of the offer. Ready for move-in means the unit has no major Uniform Physical Condition Standard deficiencies and is clean.
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on the application) or live-in aide necessary to the care of the principal household member; and
- The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to the 30 day notice to move.

### **Accessible Dwelling Units**

When a unit that meets specific needs (e.g., a unit designed to accommodate a handicapped tenant requiring the use of a wheelchair) becomes available, that unit will be offered first to a current occupant of another unit managed by the Authority having handicaps and requiring the accessibility features of the vacant unit. If no such occupant exists, the unit will be offered to the next eligible applicant on the waiting list requiring that special unit. If there are no applicants on the waiting list needing a specially designed unit, the unit will then be offered to those eligible qualified applicants in their normal sequence.

If the unit leased by a tenant family is designated for persons with disabilities and the family residing in the unit does not include a person with disabilities, the family will be required to transfer to a non-disabled unit if a family with disabilities is in need of the unit.

#### **Targeting Admissions to Extremely Low Income Families (24 CFR 960.202 (2) (b))**

At least 40% of the families admitted to the Program from the waiting list during any fiscal year shall be extremely low income families.

#### **Deconcentration of Poverty and Income-Mixing (24 CFR 903)**

On at least an annual basis, the Authority will complete an analysis to ensure the deconcentration of poverty and income mixing within its properties. To complete the analysis, the Authority will:

- Determine the average income of all families residing in all covered developments.
- Determine the average income of all families residing in each covered development.
- Determine whether each of its covered developments falls above, within or below the Established Income Range. The Established Income Range is from 85% to 115% of the average family income.

The Authority's Deconcentration Policy is located in Appendix VII.



## PARTD.RENT

### Choice of Rent (24 CFR 960.253)

Once a year, the Authority must give each family the opportunity to choose between the two methods for determining the amount of the tenant rent payable monthly by the family. The family may choose to pay either a flat rent or an income-based rent. Except for financial hardship cases provided below, the family may not be offered this choice more than once a year.

Regardless of whether the family chooses to pay a flat rent or an income-based rent, the family must pay at least the minimum rent of \$50 per month. **(24 CFR 960.253 (a) (2))**

#### Flat Rent (24 CFR 960.253 (b))

The Flat Rent is based on the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent for which the Authority could promptly lease the public housing unit after preparation for occupancy.

The Authority must use a reasonable method to determine the flat rent for a unit. To determine the flat rent, the Authority must consider:

- The location, quality, size, unit type and age of the unit; and
- Any amenities, housing services, maintenance and utilities provide by the Authority.

The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

If the family chooses to pay the flat rent, the Authority does not pay any utility reimbursement.

The Authority will maintain records that document the method used to determine flat rents. The Authority must also document flat rents offered to families.

The current Flat Rents are included in Appendix XL

#### Income-Based Rent ( 24 CFR 960.253 ( c))

An income-based rent is a tenant rent which is based on the family's annual income. The Authority will use the definitions for Annual Income and Adjusted Income listed in Part B. Admissions to calculate the family's annual income.

After the family's income has been calculated, the next step is to determine the Total Tenant Payment (24 CFR 5.628). The Total Tenant Payment is the highest of the following amounts, rounded to the nearest dollar:

- 30% of the monthly adjusted income of the family; or

- 10% of the monthly income of the family; or
- The Minimum Rent of \$50.

Next, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. This amount is known as the "tenant rent". If the utility allowance exceeds the Total Tenant Payment, the Authority will pay the excess amount to the utility company on the family's behalf.

**Information Provided to Families (24 CFR 960.253 (e))**

The Authority will provide sufficient information to the family so that the family can make an informed choice of their rent options. Such information will include at least the following written information:

- The Authority's policies concerning switching type of rent in circumstances of financial hardship; and
- The dollar amounts of tenant rent for the family under each option.

**Financial Hardship Exemption from Minimum Rent (24 CFR 5.630 (b))**

The Housing Authority shall immediately grant an exemption from application of the minimum monthly rental amount to any family unable to pay such amount because of financial hardship, which shall include situations in which:

- 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 an alien 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 Reconciliation Act of 1996;
- The family would be evicted as a result of the imposition of the minimum rent requirement;
- The income of the family has decreased because of changed circumstances, including loss of employment;
- A death in the family has occurred.

If a resident requests a hardship exemption and the Housing Authority reasonably determines the hardship to be of a temporary nature, an exemption shall not be granted during the 90-day period beginning upon the making of a request for the exemption. A resident shall not be evicted during the 90- day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term basis, the Housing Authority shall retroactively exempt the resident from applicability of the minimum rent requirement for such 90-day period.

### **Switch from Flat Rent to Income-Based Rent Due to Hardship (24 CFR 960.253 (f))**

A family that is paying a flat rent may at any time request a switch to payment of income-based rent if the family is unable to pay the flat rent due to financial hardship.

The Authority will allow families to switch from flat rents to income-based rents if the family:

- Has experienced a decrease in income due to a loss or reduction of employment through no fault of the family;
- Has experienced a death in the family;
- Has experienced a reduction in or loss of other earnings or assistance through no fault of the family; or
- Has experienced an increase in expenses for medical costs, child care, transportation, education, or similar items.

The Authority will determine if the family meets the criterion above for switching to income-based rent within three business days of receiving the request from the family. If the Authority determines that the family is unable to pay the flat rent due to financial hardship, the switch will become effective at the beginning of the next month after the request is received.

### **Rent Calculation for Mixed Families (24 CFR 5.520 (d))**

The Authority shall prorate a Mixed Family's rent using the following steps:

1. Determine the total tenant payment. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)
2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
3. Subtract the total tenant payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").
4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member"). The subsidy per eligible family member is the "member maximum subsidy".
5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status ("eligible family members"). The product of this calculation is the "eligible subsidy".
6. The mixed family TIP is the maximum rent minus the amount of the eligible subsidy.

7. Subtract any applicable utility allowance from the mixed family TIP. The result of this calculation is the mixed family tenant rent.

When the mixed family's TTP is greater than the maximum rent, the Authority must use the TIP as the mixed family TIP.

## **Utilities**

Electricity is the only utility which is tenant-purchased. Per HUD regulations, the Authority has developed a utility cost allowance covering electricity. The allowance is based on the bedroom size of each individual unit. The cost allowance is subtracted from the total tenant payment.

Telephone, cable TV and satellite TV are not considered utilities and the Authority is not required to provide a utility allowance for these services.

At least annually, the Authority will review the basis on which the utility allowances were established. If there has been a significant change to the basis such as modernization, utility conversion, etc., the Authority will revise the allowances in effect at that time to reflect such changes. **(24 CFR 965.505 (b))**

The Authority will revise the cost allowances if there is a rate change (including fuel adjustments) of ten percent or more from the rates on which the allowances in effect at that time of the review are based. The Authority may revise the cost allowances between annual reviews if there is a rate change of less than ten percent. Revised allowances based on rate changes are not subject to the 60 day notice described below. **(24 CFR 965.507 (b))**

The Authority shall provide a notice to tenants concerning revisions to the allowance amounts. The notice will be given, in the manner as described in the dwelling lease, not less than 60 days before the proposed effective date of the revised allowances. The notice will describe the basis for determination of the revision, including a description of the equipment on which the allowances are based. The notice will also include the location where tenants may review the full Utility Allowance Report which details the basis on which the allowances were established. **(24 CFR 965.502 (c))**

## **Disallowance of Increase in Annual Income (24 CFR 960.255)**

The earned income disallowance encourages resident self-sufficiency by rewarding certain residents who go to work or have increased earnings. To be eligible for the earned income disallowance a family must meet the following requirements.

Previously unemployed includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

### *Qualified Family*

A family residing in public housing whose annual income increases as a result of:

- a. employment of a family member who was unemployed for one or more years previous to employment; or
- b. increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
- c. 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 Temporary Assistance of Needy Families (TANF) funded under Part A of Title IV of the Social Security Act, as determined by the Authority in consultation with the local agencies administering TANF and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies, and transportation assistance provided that the total amount over a six-month period is at-least \$500.

*Disallowance of increase in annual income*

Initial 12 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, the Authority will exclude from annual income of a qualified family any increase in income of the family member as a result of employment over prior income of that family member.

Second 12 month exclusion and phase-in - During the second cumulative 12 month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the Authority will exclude from annual income of a qualified family 50% of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

Maximum 24-month disallowance - The disallowance of increased income of an individual family member as provided above is limited to a lifetime 24-month period. This section only allows for a maximum of 12 months for the initial exclusion and a maximum of 12 months for the second 12 month exclusion.

The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program (including the determination of income eligibility and income targeting).

**Rent Collection Policy**

Rent is due on or before the 1<sup>st</sup> day of each month and is considered late if not received by the close of business on the 7<sup>th</sup> day of each month. The late charge for all rent payments received after the 7<sup>th</sup> working day of the month is \$50.00. Close of business is considered 4:30 **PM** Monday thru Thursday and 12:30 **PM** on Friday. If the 7<sup>th</sup> falls on a weekend or holiday, rent must be paid before the close of business on the last business day prior to the 7<sup>th</sup> to not be assessed a late charge.

If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non- payment of rent and will incur the late charge plus an additional charge of \$30 for processing costs.

Hartwell Housing Authority  
ACOP  
April 2020

All payments received shall be applied to the oldest debt first, unless written instructions are received from the tenant to the contrary or unless some charges are currently contested under a written grievance.

Management reserves the right to waive late charges or to accept payments after the delinquency date as determined on a case by case basis.

*Procedures a fte r the Delinquency Date*

- A 14-Day Notice of Termination will be served on the tenant on the 6th day of the month if rent is not paid. If the total rental payment due is not paid within 14 days, the Authority will issue an unlawful detainer and file in the magistrate court for all monies due and for possession of the unit. Rent will be accepted up until the court date. Should the resident wish to settle the suit out of court, resident payment shall include all past due rent, late fees, court filing fees, and other reasonable costs associated with the filing of the eviction.
- If a family is served three unlawful detainers within a 12 month period, their lease shall be terminated for chronic rent delinquency.

*Procedures a fte r the Expiration o f the Demand Notice*

- Immediately after the expiration of the Demand Notice, management will seek to issue a dispossessory warrant.
- No payments will be accepted once the dispossessory warrant is issued.
- Upon approval by the court, the Authority may accept payment as long as all rent and other charges plus court costs are paid in full for resident to remain in the housing unit. If this agreement is accepted, resident must pay all amounts due within seven days after approval is received from the court.

*Retroactive Rent Charges*

Retroactive rent charges will be due and payable within seven days of written notice unless arrangements are made prior to this day to make installment payments. If the amount owed is large and the tenant will need to pay off the retro rent charge in installments, a repayment agreement will be executed according to the Repayment Agreement Policy located in Appendix X.

*Vacated Tenants with Balances*

Vacated tenants will have seven days from the date of the statement of the Refund of Security Deposit and Unearned Rent to pay the account or make arrangements for payment. Accounts will be reported to the Credit Bureau and collection action will be taken after the expiration of this time period. Failure to pay any balances will result in the resident not being eligible to participate in the Authority's Program in the future.

Terms and Conditions of Payment of Security Deposits

Prior to lease signing, the Authority must receive full payment of the security deposit; however, the Housing Manager retains the discretion to receive partial payment of the security deposit, with the balance due the following month. Where the family moves in on other than the first of the month, the rent will be pro-rated for that month but the full security deposit will still be due at time of lease execution.

All residents wishing to keep a pet in their unit must abide by the Pet Policy which includes payment of a pet deposit for all dogs and cats. (Please refer to Appendix IV.)

Terms and Conditions of Other Charges in Addition to Rent

The resident agrees to pay for all repairs made to the unit due to resident damage or neglect. The resident must pay such charges at the first of the month following the charge. Such charges will be made based on actual cost of labor and materials.

In the event of damages discovered at move-out, the family's security deposit will be reduced by the amount necessary to execute repairs above "normal wear and tear". Any remaining balance will be refunded to the resident **within** 30 days of move-out if:

- The resident leaves a forwarding address or makes arrangements to pick up the deposit **in** person; and
- The resident owes no other charges for excess utility consumption, late fees on rental payments, etc .

Repayment Agreement

It is the policy of the Authority not to provide admittance to the Program to any applicant family who has an outstanding indebtedness to the Authority for any previous residency. The full balance must be paid prior to any review of any future application for housing assistance.

The Authority will allow current tenants to execute a Repayment Agreement for amounts owed according to the Repayment Agreement located in Appendix X.

## PART E. LEASING OF DWELLING UNITS

### General Leasing Policy

The Authority and the family must execute the Authority's dwelling lease and all addendums before a family can move into a unit.

The head of the household/spouse and all adult household members 18 years of age and older in each family accepted as a tenant are required to sign the dwelling lease. One copy of the dwelling lease will be given to the lessee and the original will be filed as part of the permanent records established for the family.

The head of household according to the dwelling lease will be legally responsible for the family unit and will be held liable for the conduct of the family members and guests and for the needs of the family.

Each dwelling lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease, and the terms of occupancy. Authority staff will review the dwelling lease in detail with the head of household or other responsible adult before execution.

The dwelling lease shall be kept current at all times. If a resident family transfers to a different unit, the existing dwelling lease will be canceled. A new dwelling lease will be executed for the unit to which the family is moving.

If any other change in the resident's status results in the need to change or amend any provisions of the dwelling lease, or if the Authority desires to waive a provision with respect to the resident, (1) the existing dwelling lease is to be canceled and a new dwelling lease executed, or (2) an appropriate rider is to be prepared and executed and made a part of the existing lease.

Certain documents are made part of the dwelling lease by reference. These include, but are not limited to, the Admissions and Continued Occupancy Policy (ACOP), the Pet Policy, the Community Service Policy, the Grievance Procedure, etc. These documents are on file at the Authority's main office and can be reviewed during normal business hours.

Cancellation of a dwelling lease is to be in accordance with provisions of the dwelling lease. Generally, the dwelling lease shall not be canceled or not renewed except for serious or repeated violations of its terms by the tenant. Written records shall be maintained containing the pertinent details of each eviction.

Live-in Aides, as defined in Part B. Admissions, will not be party to the lease nor will the Aide's income be taken into consideration in the calculation of resident rent. Families requiring Live-in Aide assistance must have such assistance approved by the Authority prior to the Aide's occupancy in the dwelling unit. In the event that the family vacates the unit, the Aide will be required to vacate as well. In no case will the Aide be considered the remaining member of the tenant family.



## **Security Deposit**

The resident shall provide the Authority with a security deposit prior to occupancy as designated in the Lease Agreement.

Security deposits shall be returned to the tenant within 30 days after vacating the premises if all terms, covenants, and conditions of the lease have been fully performed; or a letter of Disposition explaining why the Housing Authority is withholding the security deposit will be sent.

The following conditions will apply in returning the security deposit:

- Rent and all charges must be paid in full;
- Dwelling unit and equipment must be clean;
- There should be no damage to the unit beyond normal wear and tear;
- A fifteen day notice shall be given to Management by the resident of intent to move; and,
- The tenant must stay beyond six months.

## **Visitors**

Visitors may be permitted in a dwelling unit so long as they have no previous history or improper behavior on Authority premises that would constitute a lease violation or interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of the Authority or others.

The following applies to visitors:

- Visits of less than three days do not need to be reported or approved by the Executive Director or his/her designee.
- Visits of more than three days but less than 14 days are permitted, provided they are reported to the Central Office within 72 hours and authorized by the Executive Director.
- Visits of more than 14 days shall only be authorized by the Executive Director with advance documentation of extenuating circumstances.
- Visitors remaining beyond 14 days without proper approval shall be considered unauthorized occupants and the head of household will be considered to be in breach of the dwelling lease and subject to termination of the dwelling lease.

Roomers, boarders, and lodgers are NOT permitted to move in with any family. Any violation of this provision is grounds for termination of the dwelling lease.

Residents are NOT permitted to allow former residents of the Authority who have been evicted or self terminated to occupy their unit for any period of time. Violation of this requirement is grounds for termination of the lease.

## **Move-In Inspections**

Prior to occupancy, an adult representative of the participant family and of the Authority's staff will conduct a physical inspection of the dwelling unit. The Authority staff representative will demonstrate to the family representative the operation of the unit appliances and fixtures.

The condition of the dwelling unit will be recorded on an inspection form provided by Authority. The inspection form will be signed by the family representative and the Authority representative. Any repairs noted will be completed prior to occupancy if the repairs are of such a nature that occupancy of the unit either (1) cannot occur, or (2) the unit in its present condition is unacceptable to the family. If the repairs to be completed, do not prohibit occupancy by the participant family, and are acceptable to the family in its current condition, such repairs will be completed within 30 days of move-in. A copy of the completed inspection form will be provided to the participant family and a copy will be retained in the family's occupancy file.

## PART F. CONTINUED OCCUPANCY

### Eligibility for Continued Occupancy

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

- Qualify as a family as defined in Part B;
- Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease;
- Are U. S. citizens or eligible immigrants or paying a prorated rent; and
- Are in full compliance with the Authority's Community Service Policy (see Appendix V).

### Reexaminations of Family Income and Composition (24 CFR 960.257)

Reexaminations of income and family circumstances are conducted for the following purposes:

- To comply with the Federal requirements relating to annual reexaminations.
- To determine if each family remains eligible for continued occupancy under the terms of the lease and this policy.
- To determine if the unit size and type is still appropriate to the family's needs and in compliance with the Occupancy Standards.
- To establish the Total Tenant Payment and the tenant rent to be charged to the family.

### Annual Reexaminations

For families who pay an income-based rent, the Authority will conduct a reexamination of family income and composition at least annually and will make appropriate adjustments in the rent after consultation with the family and upon verification of the information.

For families who choose flat rents, the Authority will conduct a reexamination of family composition at least annually, and will conduct a reexamination of family income at least once every three years.

For all families who include non-exempt individuals, the Authority will determine compliance with the Community Service Policy once every 12 months.

The Authority may use the results of these reexaminations to require the family to move to an appropriately sized unit.

Annual re-examinations are conducted in on the resident's anniversary date. Tenants will be notified in writing of their appointment date and the requirements for re-examination.

A resident may report changes in income and family circumstances at any time to obtain an appropriate rent adjustment. Each tenant will be required to submit an application for continued occupancy no later than 90 days prior to the anniversary of the dwelling lease. Determination of resident rent will be made based upon information collected during the verification process utilizing applicable HUD forms and all appropriate worksheets and rent formulas. Such documents must be at least 90 days current. The family will be notified in writing of any changes in resident rent at least 30 days prior to the effective rent change.

Failure to complete reexamination is a serious lease violation that will result in termination of tenancy. Failure to complete reexamination includes:

- Failure to appear for a scheduled re-examination interview without making prior alternative arrangements with the Authority.
- Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.
- Refusal to properly execute required documents.

At each regular reexamination, the Authority shall follow the requirements of this policy concerning verification of the immigration status of any new family member.

#### Special Reexaminations

If at the time of admission, annual reexamination or interim reexamination, it is not possible to make an estimate of Family Income with any reasonable degree of accuracy because:

- Family member(s) are unemployed and there are not anticipated prospects of employment; or,
- The conditions of employment and/or income are so unstable as to invalidate usual and normal standards of determination;

A Special Reexamination will be scheduled on a date determined by the Authority's estimate of the time required for the family's circumstances to stabilize. If at the time of the scheduled Special Reexamination, it is still not possible to make a reasonable estimate of Family Income, Special Reexaminations will continue to be scheduled until such time as a reasonable estimate of Family Income can be made and the Reexamination completed. Rent determined at special reexaminations shall be made effective the first of the month following the first determination. The Special Reexaminations are not to replace the Annual Reexamination.

#### Interim Reexaminations

The Authority must conduct interim re-examinations if income has decreased, causing a decrease in rent. Change in family composition also results in an interim re-examination.

Interim reexaminations are performed to allow residents to comply with the dwelling lease requirements to report changes in income and family circumstances. Families eligible for a Disallowance of Increase in

Annual Income are responsible for reporting the change in income status in writing within 10 business days of occurrence.

The following are specific changes that must be reported in writing within 10 days of their occurrence:

- All changes in family composition. Additions to the family, other than through birth of a child to a family member on the lease, must be approved by the Authority in advance in accordance with Admission of Additional Members to a Current Household located in this Part.
- There is a new source of family income. Changes in family income resulting from increases in wages on the same job or periodic increases in government benefits do not have to be reported to the Authority until annual reexamination. However, a family who has had a rent reduction between annual re-examinations must report all changes in income regardless of the amount or source within ten days of their occurrence.
- A hardship occurs.
- There is a need to correct an error.

In cases of 10 month employment cycles, for example public school food service workers, custodial workers and teacher aides, no interim rent changes shall be effective during the two months of non-employment. Instead, the 10 month income shall be considered annual income and shall be computed on a 12 month basis following the normal eligible deductions for dependents, etc.

The Authority reserves the right to require participating families to undergo an interim reexamination to comply with changes to HUD rules and regulations.

#### Processing Reexaminations

All reexaminations shall be processed under the following conditions:

- All data must be verified and documented as required in Part B. The Authority will NOT adjust rents downward until satisfactory verification is received. Verification must be received by the 20<sup>th</sup> of the month in order for the decrease to be effective on the first of the following month.
- Dwelling lease terminations resulting from reexaminations shall be conducted in accordance with terms of the dwelling lease.
- Families who are determined to be in an incorrect size or type of unit will be placed on the Transfer List in accordance with the Transfer Policy.
- All interim changes in tenant's rent are to be made by a standard "Notice of Rent Adjustment" which shall become a part of the dwelling lease. Changes in rent resulting from Annual Reexamination shall be incorporated into the new dwelling lease, which shall be executed by the Authority and the tenant or by "Notice of Rent Adjustment".
- Interim increases in rent are to be made effective on the 1<sup>st</sup> day of the 2<sup>nd</sup> month following the month in which the change actually occurred.

- If it is found that a tenant has misrepresented or failed to report facts upon which his rent is based so that he is paying less than he/she should be paying, the increase in rent shall be made retroactively to the date that the increase would have taken effect. The tenant may be required to pay within seven days of official notification by Authority, the difference between the rent paid and the amount that should have been paid. In addition, the tenant may be subject to civil and criminal penalties. Any misrepresentation is a serious lease violation that may result in termination of the lease.
- Rent adjustments will not be made for sporadic changes in income due to irregular work schedules of less than 30 days in duration (e.g., sick days, temporary reduction in hours, etc.)
- The Executive Director of the Authority, or his/her officially designated representative shall certify on every application for admission or continued occupancy that all claims have been verified and that the determination of the Authority is correct.

### Temporary Rents

If, at the time of admission or re-examination, the Authority can satisfy itself that a family is of low income and within the approved income limits, but cannot make a determination of income for purposes of determining rent with a necessary degree of accuracy because of the inability to secure adequate verification or instability of income, a temporary rent may be established based on the data supplied by the applicant in his application. If a temporary rent is established, the tenant will be notified of this action by a temporary rent notice or such other method determined to be legally and administratively sufficient and that his appropriate rent, when determined will be effective retroactively to the date of re-examination. The tenant will be required to pay any balance due or the Authority will credit his account with any overpayment which results from a temporary rent. The Authority will schedule a Special Re-examination of all factors relating to both rent and eligibility of each tenant established on a temporary rent at intervals established by the Authority until a permanent determination can be made as to rent and eligibility status of the family.

All families whose Total Tenant Payment is \$50 based on their report of no family income shall be placed on temporary rent based on income reported and receive special re-examinations at one month intervals.

### **Annual Inspections**

The Authority shall maintain its public housing properties in a condition that complies with standards that meet or exceed the Uniform Physical Condition Standards (UPCS) established by HUD. Such housing standards shall ensure that dwelling units are safe and habitable.

The Authority shall make an annual inspection of each public housing unit to determine whether the units are maintained in accordance with the UPCS requirements, as well as spot inspections where there exists a threat to health and/or safety. The Authority shall retain the results of such inspections and, upon request of the Secretary, the Inspector General for the Department of Housing and Urban Development, or any other auditor conducting an audit under section 5(h), shall make such results available.

UPCS inspections shall be conducted using the Authority's forms and shall document unreported maintenance problems and verify if the unit is being kept in a decent, safe, and sanitary manner. Copies of the inspection(s) will be provided to the family, noting any deficiencies to be corrected by the family or the

Authority. Where the family has been advised to take corrective action, the Authority's staff will conduct a follow-up inspection within five working days, if such corrective action is of a general nature.

Where the corrective action to be taken is prescribed to remedy an immediate threat to health and/or safety, the reinspection will occur within 24 hours. Non-compliance by the family can result in termination of tenancy.

### **Admission of Additional Members to a Current Household**

Population in excess of the number of persons for which a neighborhood or unit was designed is often the cause of many serious management problems including crime, vandalism, excessive maintenance costs, and low tenant satisfaction. It is with this in mind that this section of this ACOP is established.

The head of a household that wishes to add additional members to their household must first submit a written application, in the form prescribed by management, for approval by the Executive Director or his/her designee.

All new member(s) must be determined eligible in accordance with the eligibility criteria stated in Part B.

The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with the Occupancy Standards listed in Part C.

The Authority may deny the application for any of the following reasons:

- Applicant(s) do not meet Eligibility Criteria as outlined in Part B.
- The dwelling unit is overcrowded or would exceed the Occupancy Standards as outlined in Part C.
- Applicant(s) do not meet the criteria for family as established in Part B.
- Applicant(s) are former members of resident family and have since become emancipated and are attempting to re-enter household for support or other reasons.
- Other reasons as determined from time to time by the Executive Director.

The Authority shall not deny approval for any of the following:

- Newborn infants of members currently on the lease.
- Minor children of members currently on the lease who were removed from their care by court action and are being returned.

### **Remaining Family Members and Prior Debt**

If the head of household dies or leaves the dwelling unit permanently for any reason, the remaining family members may continue to occupy the unit if there is at least one household member (not a live-in aide) living in the household who is of legal age and capacity to execute a new dwelling lease.

Except as provided below, the new head of household would be responsible for paying any outstanding debt incurred by the former head of household.

The Authority will not hold remaining family members under 18 years old responsible for any debts incurred by the former head of household, nor for any amounts incurred before a new head of household attained age 18.

## **Transfers**

At certain times, the Authority may encounter a situation where it is necessary to move residents from one unit to another. The following policies shall provide guidance to staff when those times may arise. Transfers to other dwelling units shall be made without regard to race, color, national origin sex, religion, or familial status. Residents will not be transferred to a dwelling unit of equal size except to alleviate a hardship of the resident or other undesirable condition as determined by the Executive Director.

A resident shall not be transferred to a unit that is not decent, safe, and sanitary or that does not meet Uniform Physical Condition Standards.

### Objectives of the Transfer Policy

- To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriately sized unit.
- To facilitate relocation when required for modernization or other management purposes.
- To facilitate relocation of families with inadequate housing accommodations such as inability to continue living in a two story apartment.
- To eliminate vacancy loss and other expense due to unnecessary transfers.
- To facilitate reasonable accommodations under the American Disabilities Act (ADA).

### Types of Transfers

- Authority Initiated - The Authority may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management for the following reasons. Additionally, a resident may refuse a proposed transfer for cause, such as the long distance from his/her employer.
  - (i) In the event of a fire, accident or natural disaster that results in the dwelling unit becoming uninhabitable, the resident will be offered alternative accommodations within the neighborhood if a rentable unit in the appropriate size is available. If the appropriate size is not available, the family may be over housed but placed on the transfer list with the transfer being accomplished at the appropriate time. If no unit is available within the neighborhood, the family may be transferred to an



appropriate unit available at another Authority-owned neighborhood. If the move is to a site where residents purchase all or some utilities, the resident will pay the cost of any deposit required by the utility company.

- (ii) When a resident is transferred because the unit has become uninhabitable, the management of the Authority shall determine the cause of the condition of the unit for the purpose of deciding whether relocation assistance may be offered to the resident and whether the transfer shall be considered permanent. Based on this determination, the following actions will be taken:
  - (a) If the condition of the unit is the fault of the Authority, the resident shall be provided with relocation assistance such as the cartage of household goods, the cost and methods of which are to be determined by management. The resident will normally be offered the opportunity to return to his original unit at his own expense, assuming that the unit can be rehabilitated and is still the appropriate size for the family.
  - (b) If the condition of the unit is the fault of neither the Authority nor the resident, as in the case of a natural disaster, the Authority may provide such relocation assistance as management deems appropriate. A transfer to a correctly sized apartment will be considered permanent.
  - (c) If the condition of the unit was caused by the resident, his family or guests, no relocation assistance will be provided and the resident may be charged for all damages to Authority property. A transfer to a correctly sized apartment will be considered permanent.
- (iii) If a site requires modernization type work that necessitates vacating apartments, the affected resident will be relocated at the Authority's expense in available vacant units within the Authority. If determined feasible by management, the Authority will attempt to relocate affected residents into vacant units within the site. Other decisions related to modernization transfers will be made by the Authority's Board of Commissioners and the Executive Director or his/her designee. The Authority may suspend normal transfer procedures to facilitate modernization type activities.

- Transfers for Approved Medical Reasons

A resident who desires to relocate on advice of a physician may request a transfer, however, the resident must provide the Authority with verification from an approved physician. This transfer must have approval of the Executive Director.

- Transfers to Appropriately Sized Unit

If a tenant's family composition NO LONGER conforms to the Authority's Occupancy standards for the unit occupied, the Authority may require the tenant to move into a unit of appropriate size. This section establishes both that the Authority has an obligation to transfer residents to the appropriately sized unit and that residents are obligated to accept such transfers. These will be made in accordance with the following principles:

- (i) Determination of the correctly sized apartment shall be in accordance with the Authority's Occupancy Standards.
- (ii) Transfers into the appropriately sized unit will be made within the same neighborhood unless that size unit does not exist on the site.
- (iii) The Authority may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contains a leaseholder capable of discharging lease obligations.
- (iv) The number of units offered to a family transferring will be one unless there is a hardship situation as determined by Authority. If the resident refuses the dwelling unit offered, the lease may be terminated by management.
- (v) Families with children in school being transferred outside their current neighborhood will not be required to move until the current school year is finished if the Authority determined that a transfer would cause a hardship to the family.
- (vi) Transfers shall be made to correct occupancy standards and shall take precedence over new admissions.
- (vii) Upon redetermination, the resident will be notified of any transfer to another dwelling unit and that such dwelling is available by receipt of a Notice of Termination from the Authority with at least 15 days following the notice to transfer to the new dwelling.

- Transfers for Non-handicapped families living in handicapped designated units.

- (i) The dwelling lease states what type of unit the resident family is residing in. If the unit leased is a handicapped designated unit and the tenant family occupying the unit is not a family with disabled individuals, the tenant agrees to transfer to a non-handicapped unit if and when the unit is needed for a handicapped family.
- (ii) The Authority may from time to time have an excess of handicapped accessible units. In an effort to get the best use of all units, the Authority may from time to time rent a handicapped designated unit to a family that has no disabled members. The Authority will advise the family of the requirements to transfer if and when a handicapped designated family is determined eligible. If the family selected for the unit decides not to accept the unit because of the requirement to move at some date in the future, the refusal shall not count against the family.
- (iii) This section establishes both that the Authority has an obligation to transfer non-handicapped residents residing in handicapped designated units to non-handicapped

designated units and that the non-handicapped families are obligated to accept such transfers. These will be made in accordance with the following principles:

- (a) Transfers into a non-handicapped designated unit will be made within the same neighborhood unless that size unit does not exist on the site.
- (b) Transfers to a non-handicapped designated unit may be made outside of the same neighborhood with tenant consent or unless no vacancies are expected within the same neighborhood within the next 30 days.
- (c) Management may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contain a legal leaseholder capable of discharging lease obligations.
- (d) The non-handicapped family may be provided with relocation assistance such as cartage of household goods, and relocation expenses, the costs and methods of which are to be determined by management.
- (e) For the purposes of determining the priorities for transfers, this type of transfer shall be considered an Authority initiated transfer.

Priorities for Transfers

The Authority may prioritize transfers as they wish.

- a. Within the eligible types of transfers, transfers shall be performed according to the following priorities:
  - (i) Housing Authority initiated transfers;
  - (ii) Residents who are underhoused by two bedrooms;
  - (iii) Medical transfers;
  - (iv) Residents who are overhoused by two bedrooms;
  - (v) Residents who are underhoused by one bedroom;
  - (vi) Residents who are overhoused by one bedroom.
- b. The first three priorities always have priority over new move-ins.

The remainder shall be prioritized based on the need established by the Authority. In the case of an involuntary transfer, the date will be that on which management verifies that the change occurred. Management reserves the right to immediately transfer any family who has misrepresented family circumstances or composition. Whenever feasible, transfers will be made within a resident's current dwelling area.

Transfer Procedures

- a. The staff designated by the Executive Director shall:
- (i) Prepare and prioritize a transfer list for each neighborhood monthly.
  - (ii) Notify residents by letter of their pending transfers or approval of transfer request.
  - (iii) Determine whether a vacancy is used for transfer or move-in.
  - (iv) Maintain transfer logs and records for audit.
  - (v) Notify residents with pending transfers as their name approaches the top of the list.
  - (vi) Conduct home visits at the current dwelling unit for housekeeping.
  - (vii) Counsel with residents experiencing problems with transfers, assisting hardship cases to find assistance.
  - (viii) Participate in evaluation of requests for transfer based on approved medical reasons.
  - (ix) Issue final offer of vacant apartment as soon as vacant apartment is identified.
  - (x) Issue notice to transfer as soon as vacant apartment is available for occupancy. This notice will give the resident 15 working days to complete transfer.
  - (xi) Process transfer documents to appropriate Authority staff.
  - (xii) Participate in planning and implementation of special transfer systems for modernization and other similar programs.
  - (xiii) Inspect both apartments involved in the transfer, charging for any resident abuse.
  - (xiv) Family pays all outstanding charges due the Authority. The resident's security deposit may be transferred to the new dwelling unit provided the Authority does not claim all or any part of the security deposit. The resident shall pay all or any part of the security deposit required for the new dwelling unit, to either replace or supplement the security deposit from the original dwelling unit, or any balance remaining after any claims are made by the Authority.
  - (xv) Family signs new lease.
- b. Only one offer of an apartment will be made to each resident being transferred within his or her own neighborhood. A resident being transferred outside his or her own neighborhood will be allowed to refuse one offer only. In the case of a family being transferred from a unit which is uninhabitable, incorrectly sized, or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the case of a transfer outside the neighborhood, will be grounds for termination of the lease. When a person has requested a transfer for approved medical reasons declines the offer of such an apartment, the Authority is not obligated to make any subsequent offers. The Authority will notify the resident in such cases that the Authority has discharged its obligations to the resident, that he remains in the apartment at his own risk, and that the Authority assumes no liability for his condition.
- c. Any resident aggrieved by any action or inaction of the Authority relative to his/her transfer request may file a request for a hearing in accordance with the grievance procedure.

**Right of Management to Make Exceptions**

This policy is to be used as a guide to insure fair and impartial means of assigning units for transfer. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer. Management reserves the right to make exceptions to this policy as circumstances require, consistent with applicable regulations of the Department of Housing and Urban Development. Transfer disputes are subject to the grievance procedure.

## PART G. LEASE TERMINATION

### Grounds for Termination of Tenancy (24 CFR 966.4 (k))

The Authority may only terminate the dwelling lease for:

- Serious or repeated violation of material terms of the dwelling lease, such as the following:
  - (a.) Failure to make rent or other payments; or
  - (b.) Failure to fulfill household obligations.
- Being over the income limit for the Program as described in Part H.
- Other good cause. Other good cause includes, but is not limited to, the following:
  - (a.) Criminal activity or alcohol abuse including the screening criteria used for denial of applicants listed in Part B;
  - (b.) Discovery after admission of facts that made the tenant ineligible;
  - (c.) Discovery of material false statements or fraud by the tenant in connection with an application for admittance or reexamination;
  - (d.) Failure of a non-exempt family member to comply with the Community Service Requirement. (The dwelling lease can be terminated for non-compliance with the Community Service Requirement only at the end of the 12 month lease term); and
  - (e.) Failure to accept the Authority's offer of a dwelling lease revision to an existing lease.

The Authority may evict a tenant for criminal activity if the Authority determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof for a criminal conviction.

### Notice Requirements

The Authority shall give written notice of dwelling lease termination of:

- 14 days in the case of failure to pay rent;
- A reasonable time period considering the seriousness of the situation, but not to exceed 30 days: (a.) If the health or safety of other tenants, Authority employees, or persons residing in the immediate vicinity of the premises is threatened;

(b.) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity: or

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

- 30 days in other cases, except if a State or local law allows a shorter period, the shorter period shall apply.

The notice of lease termination to the tenant shall state the specific grounds for termination, and shall inform the tenant of their right to examine Authority documents directly relevant to the termination or eviction. When the Authority is required to give the tenant an opportunity for a grievance hearing, the notice shall also inform the tenant of this right.

When the Authority is not required to give the tenant the opportunity for a grievance hearing, the notice of lease termination should:

- State that the tenant is not entitled to a grievance hearing;
- Specify the judicial eviction process used by the Authority and state the HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as described in HUD regulations; and
- State whether the eviction is for a criminal activity or for a drug-related activity as described above.

When the Authority seeks to terminate the dwelling lease for criminal activity as shown by a criminal record, the Authority must notify the household of the proposed action and must provide the subject of the criminal record and the tenant with a copy of the criminal record before the grievance hearing or court trial. The tenant must be given an opportunity to dispute the accuracy and relevance of the criminal record.

## **Record Keeping**

A written record of every lease termination shall be maintained by the Authority and shall contain the following information:

- Name and identification of the unit occupied.
- Date and copy of Notice of Termination.
- Specific reason(s) for Notice to Terminate.
- Date and method of notifying tenant of reasons for lease termination.
- Summary of any conference(s) with tenant, including names of conference participants.

## **Abandonment of a Unit**

The Authority may take possession of the dwelling after resident has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that resident has abandoned the dwelling if resident is absent from the dwelling for a period of 15 calendar days, and resident has not notified the Authority in writing in advance of an intended absence, or otherwise as provided in the dwelling lease. The following criteria will be used in determining if the unit has been abandoned:

- Some or all of utilities have been turned off;
- A dramatic reduction in utility/electric bills;
- Repeated failure to contact the resident;
- Incarceration or sentencing of the head of household for more than 30 days;
- No personal possessions remaining in the apartment.

The Authority will post a IO-day notice at the abandoned unit. The IO-day notice shall inform the participant family of the Authority's intention to terminate the dwelling lease and related actions. If the participant family does not respond to the notice within IO days, the family's dwelling lease will be terminated and the Authority will enter the unit to remove any remaining personal possessions. The Authority may remove and dispose of any personal property left in resident's dwelling or elsewhere on Authority property in accordance with Georgia Statutes, after resident has abandoned the dwelling, with the removal and/or disposal charged to resident or assessed against resident's security deposit, unless in Authority's sole discretion, it is determined that documentable conditions existed which prevented resident from occupying the dwelling.

## **Move-Out Inspections**

Prior to the family vacating a dwelling unit, the family will be encouraged to participate in a move-out inspection along with a member of the Authority's staff. The actual move-out inspection will not be conducted until the family has vacated the unit. The condition of the dwelling unit will be recorded on the inspection form utilized for the pre-occupancy inspection of the same dwelling unit, allowing for a comparison of pre and post occupancy condition comparison. Any claim against the family for tenant caused damages will be based upon this comparison.

Following move-out by the family, renovation and/or redecoration of the dwelling unit as a result of the family's occupancy will be accomplished. Charges for items of repair, renovation, and/or redecoration of the dwelling unit made necessary by abuse, negligence, or deliberate destruction by the family will be assessed against the family's security deposit. Should the security deposit prove insufficient relative to the actual cost of such repairs, Authority management will take any and all actions at its disposal to collect the remaining balance from the family.

## **Part H. General Policies**

### **Occupancy by Police Officers to Provide Security for Public Housing Residents (24 CFR 960.505)**

For the purpose of increasing security for residents of a public housing development, the Authority may allow police officers who would not otherwise be eligible for occupancy in public housing, to reside in a public housing dwelling unit.

The Authority will include in its Annual Agency Plan or supporting documents, the number and location of the units to be occupied by police officers, and the terms and conditions of their tenancies; and a statement that such occupancy is needed to increase security for public housing residents.

For the purpose of this section, "police officer" means a person determined by the Authority to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments.

### **Occupancy by Over-Income Families (24 CFR 960.503)**

The Authority may lease a unit in a public housing development to an over-income family (a family whose annual income exceeds the limit for a low income family at the time of initial occupancy), if all of the following conditions are satisfied:

- There are no eligible low income families on the Authority's waiting list;
- The Authority has publicized availability of the unit for rental to eligible low income families, including publishing public notice of such availability in a newspaper of general circulation in the jurisdiction at least 30 days before offering the unit to an over-income family;
- The over-income family rents the unit on a month-to-month basis for a rent that is not less the Authority's cost to operate the unit;
- The lease to the over-income family provides that the family agrees to vacate the unit when needed for rental to an eligible family; and
- The Authority gives the over-income family at least 30 days notice to vacate the unit when the unit is needed for rental to an eligible family.

### **Termination of Lease Based on Over-Income (24 CFR 960.261)**

After a family's income has exceeded 120 percent of the area median income (AMI) for two consecutive years, the Authority must terminate the family's tenancy within 6 months of the second income determination or charge the family a monthly rent equal to the greater of: (1) the applicable Fair Market Rent (FMR); or (2) the amount of monthly subsidy for the unit, including amounts from the operating and capital fund, as determined by regulations.



If the Authority discovers during an annual reexamination or an interim reexamination that a family's income exceeds the applicable over-income limit, the Authority must document that the family exceeds the threshold and make a note in the tenant file to compare it with the family's income one year from the date of the reexamination.

If one year after the initial over-income finding by the Authority, the family's income continues to exceed the over-income limit, the Authority must provide written notification to the family. This notification must inform the family that their income has exceeded the over-income limit for one year, and if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent or termination based on the Authority's policies. If the initial over-income determination was made during an interim reexamination, the Authority must conduct a second interim income reexamination on that date one year later. However, if the Authority discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the family is no longer subject to these provisions. A previously over-income family would be entitled to a new two-year grace period if the family's income once again exceeds the over-income limit.

The Authority must ensure that all notices and communications are provided in a manner that is effective for persons with hearing, visual, and other disabilities. The Authority must ensure effective communication using appropriate auxiliary aids and services, such as interpreters, transcription services, brailled materials, large print, and accessible electronic communications, in accordance with Section 504 and ADA requirements.

Twelve months after the second consecutive over-income finding, if the family is still over-income, the family is subject to termination or higher rental payments. Please see Appendix I for the Over-Income Limits.

#### **Restriction on Eviction of Families Based on Income (24 CFR 960.261)**

The Authority may not evict or terminate the tenancies of families who are over-income if:

- The family has a valid contract for participation in a Family Self-Sufficiency Program under 24 CFR 984; or
- The family is currently receiving the Earned Income Disallowance described in Part D.

#### **Approval Process for Residents Requesting Permission to Operate a Business in the Unit**

Prior to making a determination the resident shall request the PHA's permission in writing and include in the request a complete outline of business activities and other data as may be requested by the PHA. When a resident desires to operate a legal profit making business from the leased unit, the PHA shall use the following factors in determining whether or not such activities are incidental to the primary use of the lease unit:

- Local Building health codes, requirements for license or governmental approval;

- Local Zoning Ordinances;
- The effect on PHA Insurance Coverage;
- Utility Consumption;
- Possible Damage to the leased unit;
- Estimated traffic and parking;
- Disturbance of other residents;
- Attraction of non-residents to the neighborhoods; and,
- Possible use of tenant business as a cover for drug-related activities.

## **Fraud**

If the Authority has reason to believe that a family may have (or had before participating in the public housing programs) committed fraud, bribery, or other corrupt or criminal acts the Authority will take action to determine whether there has been program abuse. Once the Authority determines that fraud has occurred and decides to terminate the lease due to fraud, a 30-day Notice to Evict will be provided to the family. The Authority may require repayment by the family. Further, the Authority shall refer all fraud cases to the Regional Inspector General for Investigation (RIGID) or to local or state prosecutors with a copy to RIGID for investigation and possible criminal prosecution.

The Authority considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered. Specifically:

- I. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.
2. If any examination of the tenant's file discloses that the tenant made any misrepresentation (at the time of admission or any previous reexamination date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the tenant may be required to vacate the apartment even though he/she may be currently eligible.
3. A tenant family who has made misrepresentation of income or family circumstances is subject to both eviction and being declared ineligible for future housing assistance.
4. If it is found that the tenant's misrepresentations resulted in his/her paying a lower Tenant Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the tenant remains in occupancy, but failure to pay under terms established by the

Authority shall always result in immediate termination of the lease. The Authority reserves the right to demand full payment within seven days.

5. The Authority shall report apparent cases of tenant or applicant fraud to the appropriate government agency. It shall be the policy of the PHA to press state and Federal authorities for prosecution of cases which, in the Authority's judgment, appear to constitute willful and deliberate misrepresentation.

## PART I. DEFINITIONS

Adult: A person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal or State law.

Applicant: A person or a family that has applied for housing assistance.

Child: A member of the family other than the family head or spouse who is under 18 years of age.

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

Citizen: A citizen or national of the United States.

Dependent: A member of the family household (excluding foster children and foster adults) other than the family head or spouse, who is under 18 years of age or is a person with disabilities, or is a full-time student.

Designated Housing: A project (or projects) or a portion of a project (or projects) that has been designated in accordance with 24 CFR Part 945.

Drug: A controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-related Criminal Activity: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute or use the drug.

Elderly Person: An individual who is at least 62 years of age.

Employment: Applicants whose head of household or spouse is employed. The employment income must be countable under the U.S. Department of Housing and Urban Development's definition of annual income. This preference shall be given to applicants whose head of household, spouse or sole member is 62 or older, or is receiving social security disability, supplemental security income disability benefits, or any other payment based on the individual's inability to work. There is no minimum income requirement.

Enrolled in a Job Training Program: Applicants whose head of household or spouse is currently enrolled and participating in a job training program that prepares the applicant to enter or re-enter the job market. Verification shall be required from the job training program.

Extremely Low-income Family: A family whose annual income does not exceed 30 percent of the area median income or the federal poverty level, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 30% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Full-time Student: A person who is attending school or vocational training on a full-time basis.

Gender Identity: Actual or perceived gender-related characteristics.

Graduate of Job Training Program: Applicants whose head of household or spouse is a graduate of a job training program that prepares the applicant to enter or reenter the job market. Verification shall be required from the job training program.

Guest: 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 consent on behalf of the tenant.

Head of Household: The adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations.

Household: The family and PHA-approved live-in aide.

Housing Authority: The Hartwell Housing Authority is referred to as the Housing Authority.

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

Law Enforcement Agency: The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

Low Income Family: A family who's annual income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Medical Expenses: Medical expenses, including medical insurance premiums, which are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Military Service: Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since November 29, 1945, the Commissioned Corps of the United States Public Health Service.

Minor: A "minor" is a person less than 18 years of age. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.) An infant is a child under the age of two. Unemancipated minors shall not be eligible for participation in the public housing program because they cannot be legally held to a contract.

Mixed Population Project: 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). If the project was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the project (or portion of a project) to elderly families and disabled families. These projects formerly were known as elderly projects.

Mixed Family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

National: A person who owes permanent allegiance to the United States.

Net Family Assets: (1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, bonds, stocks, and other forms of capital investments. The value of necessary

*Hartwell Housing Authority  
ACOP  
April 2020*

items of personal property such as furniture and automobiles shall be excluded. Also, the interests in Indian trust land and equity accounts in HUD homeownership programs are to be disregarded. (2) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered as an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income. (3) In determining net family assets, the PHA shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident received important consideration not measurable in dollar terms.

Non-citizen: A person who is neither a citizen nor national of the United States.

Public Housing Authority (PHA): Any State, County, municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families. The term "public housing" includes dwelling units in a mixed finance project that are assisted by a public housing authority with capital or operating assistance.

Premises: The building or complex or development in which the public or assisted housing dwelling unit is located, including common area and grounds.

Sexual Orientation: Means homosexuality, heterosexuality or bisexuality.

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

Tenant: An individual or a family renting or occupying a public housing unit.

Utility: Electricity, gas, heating fuel, water and sewage services, and trash and garbage collection. Telephone service is not included as a Utility.

Utility Allowance: If the cost of utilities (except cable and telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement: The amount, if any, by which the utility allowance for a unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

Very Low-Income Family: A family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Violent Criminal Activity: 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.

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