Public Housing Program Admissions and Continued Occupancy Policy

DRAFT FOR PUBLIC COMMENT – AUGUST 2019

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PHILADELPHIA HOUSING AUTHORITY
PUBLIC HOUSING PROGRAM
ADMISSIONS AND CONTINUED OCCUPANCY POLICIES

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CHAPTER 1: OVERVIEW OF THE PROGRAM & PLAN

1.1 Moving to Work Demonstration

The Philadelphia Housing Authority (PHA) has been designated a Moving to Work Demonstration site, provided under Section 204(a) of the 1996 Appropriations Act. The Moving to Work designation was effective April 1, 2001 and is expected to continue until the end of PHA's 2018 Fiscal Year (FY), unless such term is otherwise extended by HUD.

PHA's MTW Agreement provides that PHA shall have flexibility to design and test various approaches for providing and administering housing assistance that reduce cost and achieve greater cost effectiveness in federal expenditures; give incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational, or other programs that assist in obtaining employment and becoming economically self-sufficient; and increase housing choices for low income families.

Pursuant to its MTW authority, PHA is exempt from many of the provisions of the U.S. Housing Act of 1937 and it's implementing regulations. This allows PHA to design and test innovative methods of providing housing and delivering services to low-income families in an efficient and effective manner. Among its authorized activities, PHA may adopt and implement reasonable policies for admission and occupancy, eligibility, selection and assignment, hardships, change in income, definition of elderly, recertifications, establishing rents, lease requirements, and other specific criteria. The policies PHA implements pursuant to MTW authority are included in this Admission and Continued Occupancy Policy (ACOP), PHA's MTW Agreement with HUD, and/or PHA's Annual Plans.

This ACOP includes policies which have been developed and implemented under the MTW program. These MTW policies will remain in force through the term of the Agreement or such longer term agreed to by HUD and will supersede existing and applicable HUD policies.

Program policies related to Public Housing (PH) and not addressed in this ACOP are governed by PHA's MTW Agreement, PHA's Annual Plans and, as applicable, applicable federal statutes, regulations, and other applicable laws.

1.2 Mission Statement

PHA's mission is to open doors to affordable housing, economic opportunity and safe, sustainable communities to benefit Philadelphia residents with low incomes.

1.3 Overview and Purpose of the Plan

The Philadelphia Housing Authority (PHA) is a non-profit, quasi-public corporation which administers the Public Housing program in conformance with all applicable Federal, State and local regulatory requirements.

The ACOP is required by HUD. The purpose of the ACOP is to establish policies for carrying out the programs in a manner consistent with HUD requirements, PHA's MTW Agreement and local goals and objectives included in PHA's MTW Plans. This ACOP is available for public review.

1.4 Updating and Revising the ACOP

PHA will review and update the ACOP to reflect changes in regulations, MTW initiatives, PHA operations, or when needed to ensure staff consistency in operation. The original ACOP and any changes are approved by PHA's Board of Commissioners.

PHA, from time to time, may make non-substantive changes and edits to the ACOP to clarify policy language, address inconsistencies and simplify language.

1.5 Not Applicable to LIHTC Sites

PHA and/or its subsidiaries develop housing under the Federal Low Income Housing Tax Credit (LIHTC) Program. The Admissions and Continued Occupancy Policies for LIHTC sites are subject to separate policy documents. The policies in this ACOP do not apply to LIHTC units unless explicitly stated.

1.6 Applicable Regulations and Agreements

This ACOP and admissions and occupancy of PHA properties are governed by the following authorities:

- PHA's Moving to Work Demonstration Agreement between PHA and the U.S. Department of Housing and Urban Development; and
- PHA MTW Annual Plans;

To the extent not superseded by the above authorities, the following regulations apply:

- 24 CFR Part 5: General Program Requirements;
- 24 CFR Part 8: Nondiscrimination;
- 24 CFR Part 902: Public Housing Assessment System;
- 24 CFR Part 903: Public Housing Agency Plans;
- 24 CFR Part 945: Designated Housing;
- 24 CFR Part 960: Admission and Occupancy Policies;
- 24 CFR Part 965: PHA-Owned or Leased Projects – General Provisions;
- 24 CFR Part 966: Lease and Grievance Procedures; and
- 24 CFR Part 35: Lead-Based Paint.

CHAPTER 2: GENERAL POLICIES

2.1 MTW – Simplification and Streamlining of Processes

PHA may adopt and implement any reasonable policies for setting rents for public housing, or rents or subsidy levels for assistance, notwithstanding the U.S. Housing Act of 1937. PHA will submit the proposed policies to HUD annually and upon any material change. Prior to PHA to submission to HUD, PHA will ensure that:

- PHA's Board approves the policies, including related impact analyses;
- PHA will periodically reevaluate its rent and subsidy level policies, including preparing a revised impact analysis;
- PHA has adopted a policy for addressing hardship cases and has included a transition period for rent increases to existing families; and
- PHA holds a public hearing regarding the policy.

Rent policies, or any material changes to the rent policies will be effective upon HUD and board approval.

2.1.1 MTW and Non-MTW Policies

Policies that are adopted by PHA, under the MTW Agreement, are specifically noted in these Admissions and Continued Occupancy Policies (ACOP) as MTW policies. Finally, where regulatory citations are specifically identified in this ACOP, if a corresponding MTW policy is in effect, the MTW policy will supersede the existing and applicable HUD regulatory citation.

2.1.2 Identifying MTW Policies

The following table reflects the MTW policies contained in PHA's ACOP including the respective effective date for each policy initiative and modification.

Chapter	Heading/Topic	Effective Date
CHAPTER 4: ELIGIBILITY	• **4.2.7 Elderly Person and Elderly Family**	• 2004
CHAPTER 5: APPLICATIONS, WAITING LIST AND TENANT SELECTION	• **5.21 Income Targeting MTW**	• 2002
CHAPTER 8: INCOME AND ADJUSTED INCOME	• **8.4 Full Time Student Income Exclusion**	• 2017
	• **8.5 Asset Income**	• 2005 • 2017
	• **8.10 Earned Income Disallowance**	• 2005
	• **8.14 Adjusted Income**	• 2005

Chapter	Heading/Topic	Effective Date
	• 8.14.1 Working Family Deduction	• 2005
	• 8.14.2 Dependent Deduction	• 2005
	• 8.14.3 Elderly or Disabled Family Deduction	• 2005
	• 8.14.4 Health Insurance Premium Deduction	• 2005
	• 8.14.5 Medical Expense Deduction	• 2005
	• 8.14.6 Disability Assistance Expense Deduction	• 2005
	• 8.14.7 Child Care Expense Deduction	• 2005
CHAPTER 9: RENT	• 9.2 Total Tenant Payment	• 2005
	• 9.5 Changes to Rent Simplification Approach	• 2005 • 2017
	• 9.8 Ceiling Rent	• 2013
	• 9.9 Utility Allowances	• 2009
CHAPTER 10: VERIFICATION	• 10.16 Verification of Assets	• 2005 • 2017
	• 10.24 Verification of Student Status & Earned Income	• 2017
CHAPTER 12: CONTINUED OCCUPANCY	• 12.5 Regular Recertification	• 2005 • 2017
	• 12.16 Limits on Interim Recertification	• 2005 • 2017
Chapter 15: TRANSFER POLICY	• 15.11 MTW Transfers	• 2005
CHAPTER 20: SPECIAL PROGRAMS AND ALLOCATIONS	• 20.6Nursing Home Transition Initiative (NHTI)	• 2010
CHAPTER 20: SPECIAL PROGRAMS AND ALLOCATIONS	• 20.12 Second Chance Initiative	• 2016

2.2 Program Accounts and Records

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

PHA will maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits quick and effective auditing. Records will be in the form required by HUD, including requirements governing computerized or electronic forms of record keeping.

PHA will follow the record retention guidelines as stated in PHA's General Records Retention and Disposition Schedule for the Philadelphia Housing Authority. Records related to tenants, applicants and participants will be maintained for the term of the tenancy plus four years, including but not limited to:

- An application from each ineligible family and notice that the applicant is not eligible;
- Lead-based paint records as required by 24 CFR 35, Subpart B;
- Documentation supporting the establishment of ceiling rents and the public housing maximum rent;
- Documentation supporting the establishment of utility allowances and surcharges;
- Accounts and other records supporting PHA budget and financial statements for the program;
- Complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule; and
- Other records as determined by PHA or as required by HUD.

If a hearing to establish a family member's citizenship status is held, longer retention requirements may apply for some types of documents.

2.3 Privacy Act Requirements

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and tenants shall be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and tenants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or PHA may release the information collected.

2.3.1 Upfront Income Verification (UIV) Records

PHA shall adhere to the security procedures for accessing and protecting UIV data through HUD's Enterprise Income Verification (EIV) system as required by HUD.

PHA shall adhere to the Department of Public Welfare's (DPW) security procedures for accessing and protecting Public Assistance data obtained through DPW's electronic database.

PHA shall adhere to the United States Citizenship and Immigration Services (USCIS) security procedures for accessing and protecting Citizenship data obtained through the SAVE electronic database.

2.3.2 Criminal Records

Consistent with the limitations on disclosure of records, PHA will ensure that any criminal record received by PHA from a law enforcement agency and any records received with respect to sex offender registration from a State or local agency is:

- Maintained confidentially;
- Not misused or improperly disseminated; and
- Destroyed once the purpose(s) for which the record was requested has been accomplished, including expiration of the period for filing a challenge to a PHA action without institution of a challenge or final disposition of any such litigation.

PHA will retain a record of the screening, including the type of screening and the date performed. The record of screening shall be retained, for residents who enter into leases, until 4 years after the end of the tenancy, and for applications of ineligible families and notices of ineligibility, for 4 years (for public housing) or for 7 years (for PAPMC sites), or as required by PHA's record retention policy and applicable housing laws and regulations.

In all cases where criminal record or sex offender registration information would result in lease enforcement or eviction, PHA will notify the family in writing of the proposed adverse action and provide an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken. PHA will provide access to the record, upon request, to the applicant/tenant and the subject of the record.

Disputes must be submitted in writing. The family will be given ten (10) business days from the date of PHA notice, to dispute the accuracy and relevance of the information. If the family does not contact PHA to dispute the information within that ten (10) business day period, PHA will proceed with the eviction or lease enforcement action.

Should the family not exercise the right to dispute prior to any adverse action, the family still has the right to dispute through a court trial.

2.3.3 Medical/Disability Records

If an applicant requests a reasonable accommodation or other assistance related to a disability, PHA may request documentation necessary to verify the need for the accommodation. PHA shall not inquire about the nature or severity of a person's disability or about a person's diagnosis or details of treatment for a disability or medical condition. PHA will redact, destroy or return any medical documentation that states the nature or extent of a person's disability or medical condition.

2.4 Reporting Requirements for Children with Environmental Intervention Blood Lead Level

PHA has certain responsibilities relative to children with environmental intervention blood lead levels that are living in Public Housing:

- PHA will provide the public health department written notice of the name and address of any child identified as having an environmental intervention blood lead level within five (5) business days of receiving the information.
- PHA will provide written notice of each known case of a child with an environmental intervention blood level to the HUD field office.

2.5 Smoke-Free Policy

As of August 5, 2015, PHA has determined that for the benefit and well-being of residents, staff and guests, smoking shall not be permitted in or on PHA Smoke-Free Sites. Residents, staff and guests are required to adhere to PHA's Smoke Free Policy. Copies of the Smoke-Free Policy may be obtained at the management office or at PHA's PH Admissions office.

The following definitions will be used in administration of PHA's Smoke-Free Policy:

- Existing units: Units covered under this Policy, as property owned by PHA, which shall include all Conventional Sites and Scattered Sites that are not "new units," as defined below.

- New units: Units for which leases are entered into on or after August 5, 2015 *and* the units are first occupied as new construction or as units that have had substantial rehabilitation, (as defined herein) on or after August 5, 2015.

- PHA Smoke-Free Sites: This includes any and all property and grounds owned by PHA (which shall include all Conventional Sites, Scattered Sites and offices and other administrative facilities, and vehicles), but such property shall not include any area designated as a smoking area by PHA.

- Smoking: Inhaling, exhaling, breathing, burning of any lighted cigar, cigarette, including e-cigarettes, pipe, other tobacco products, or similarly lighted smoking material in any manner or in any form.

- Substantial rehabilitation: The improvement of a property to decent, safe and sanitary condition, which may vary in degree from gutting and extensive reconstruction to the cure of substantial accumulation of deferred maintenance, and may include renovation, alteration or remodeling for the conversion or adaptation of structurally sound property to the design and condition required for use, or the repair or replacement of major building systems or components in danger of failure; to qualify as substantial rehabilitation it is also required that the rehabilitation costs exceed 15% of post-rehabilitation appraised value. Renovations done to individual units at existing sites shall not be considered substantial renovations under this Policy.

2.6 Electronic Signatures & Scanned Document

Electronic records and signatures carry the same weight and legal effect as traditional paper documents and handwritten signatures. PHA will not deny the legal effect or enforceability of a document solely because it is in electronic form. (Electronic Signatures in Global and National Commerce Act (ESIGN, 2000) and the Uniform Electronic Transactions Act (UETA, 1999).

PHA will accept scanned documents to verify program information. If at any time, PHA has reason to believe that documents have been altered or contain fraudulent information, PHA may request additional documentation to verify program information.

CHAPTER 3: FAIR HOUSING & EQUAL OPPORTUNITY

3.1 Introduction

This chapter explains the laws and HUD regulations requiring PHAs to affirmatively further civil rights and fair housing in all Federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policies and processes. The responsibility to further nondiscrimination pertains to all areas of PHA's Public Housing operations.

3.2 Non-Discrimination

PHA treats all applicants and tenants equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and/or disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. PHA will comply with all applicable Federal, State, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964;
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988);
- Executive Order 11063;
- Section 504 of the Rehabilitation Act of 1973;
- The Age Discrimination Act (ADA) of 1975;
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern);
- Violence Against Women Reauthorization Act of 2013(VAWA);
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012; and
- When more than one civil rights law applies to a situation, the laws will be read and applied together; and any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted.

PHA will not discriminate on the basis of gender identity, marital status or sexual orientation.

PHA will not use any of the family characteristics or background described above to:

- Deny to any family the opportunity to apply for housing, nor deny any qualified applicant the opportunity to participate in the Public Housing program;
- Provide housing that is different from that provided to others;
- Subject anyone to segregation or disparate treatment;

- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
- Treat a person differently in determining eligibility or other requirements for admission;
- Steer an applicant or family toward or away from a particular area based any of these factors;
- Deny anyone access to the same level of services;
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
- Discriminate in the provision of residential real estate transactions;
- Discriminate against someone because they are related to or associated with a member of a protected class; or
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

3.3 Providing Information to Families

PHA takes steps to ensure that families are fully aware of all applicable civil rights laws. As part of the Public Housing orientation process, PHA provides information to Public Housing families about civil rights requirements.

3.4 Privacy

Information that is obtained directly from applicants/tenants or from those persons authorized by the applicant/tenant will be used or disclosed only for purposes relating directly to the administration of the Public Housing program. All information considered “private data on individuals” under the Pennsylvania Government Data Practices Act will be handled in compliance with that law.

All applicants/tenants are required to complete and sign the HUD Authorization for Release of Information or other approved document, which incorporates the Federal Privacy Act Statement and delineates the terms and conditions for release of family information by HUD and/or PHA. PHA’s policy regarding release of information is in accordance with State and local laws that may restrict the release of family information.

Information documenting the need for a reasonable accommodation will be kept in a separate folder and marked "confidential". The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. Any information received that contains an individual’s specific diagnosis, information regarding the individual’s treatment, and/or information regarding the nature or severity of a person’s disability will be destroyed or returned to the family member. It will not be kept in a separate folder. All requests for access and related review of accommodation requests will be received and determined by the PHA staff person assigned to review and make determinations on reasonable accommodations or by the PH program designee.

PHA's practices and procedures are designed to safeguard the privacy of applicants and program tenants. All applicant and tenant files will be stored in a secure location only accessible by authorized staff.

PHA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

3.5 Discrimination Complaints

Applicants or participants who believe that they have been subject to unlawful discrimination may notify PHA in writing. PHA will attempt to remedy discrimination complaints made against PHA.

PHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

3.6 Improving Access to Services for Persons with Limited English Proficiency

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the PH program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published January 22, 2007 in the Federal Register.

PHA will follow the requirements as set forth in its Limited English Proficiency policy ensuring that affirmative steps are taken to communicate with people who need services or information in a language other than English. These persons will be referred to as LEP. Individuals may refer to PHA's Limited English Proficiency policy for specific information regarding interpreter services.

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this ACOP, LEP persons are PH applicants and tenants, and parents and family members of applicants and tenants.

In order to determine the level of access needed by LEP persons, PHA will balance the following four factors:

- The number or proportion of LEP persons eligible to be served or likely to be encountered by the PH program;
- The frequency with which LEP persons come into contact with the program;
- The nature and importance of the program, activity, or service provided by the program to people's lives; and
- The resources available to PHA and costs.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on PHA.

3.7 Outreach & Marketing

PHA will conduct affirmative marketing as needed so that the waiting list(s) includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the City of Philadelphia. The Affirmative Marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of applicants on the waiting list. PHA will review these factors regularly to determine the need for and scope

of marketing efforts.

Marketing efforts will include outreach programs to those least likely to apply. Marketing and informational materials will:

- Comply with Fair Housing Act requirements on wording, logo, size of type, etc.;
- Describe the housing units, application process, type of Waiting List and preference structure accurately;
- Use clear and easy to understand terms and print media in languages other than English (as needed);
- Contact agencies that serve potentially qualified applicants least likely to apply (e.g., the disabled) to ensure that accessible/adaptable units are offered to applicants who need them;
- Make clear who is eligible: low-income individuals and families, working and non-working people, and people with both physical and mental disabilities; and
- Be clear about PHA's responsibility to provide reasonable accommodations to persons with disabilities.

3.8 Violence Against Women Act Protections

PHA has revised its policy in accordance with the recently reauthorized Violence Against Women Act ("VAWA") in order to provide safety and structure to victims of domestic violence, dating violence, sexual assault, and stalking. VAWA protects the following:

- Public Housing Residents – any individual living in a federally-subsidized dwelling established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities;
- Immigrants;
- Lesbian, Gay, Bisexual, or Transgendered (LGBT) Individuals;
- College Students – an individual enrolled either part- or full-time at college or university; and
- Youth – a person who is 11 to 24 years old.

3.8.1 Definitions as Used in the Violence Against Women Act

The definitions applicable to the Violence Against Women Act (VAWA) are the following:

Domestic Violence: Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and the existence of such a relationship is determined based on the

following factors: length of the relationship; type of relationship; and frequency of interaction between the persons involved in the relationship.

Sexual Assault: Any non-consensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking: Engaging in a course of conduct directed at a specific person causing a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

Affiliated Individual: With respect to an individual, as a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis, or an individual who has guardianship over another individual who is not a minor, or any individual, tenant or lawful occupant living in the household of that individual.

3.8.2 VAWA Self-Petitioners

PHA will review non-citizen applicant or resident requests for admission or continued occupancy as a result of being a self-petitioner under the Violence against Women Reauthorization Act of 2013. A VAWA Self-Petitioner is a non-citizen applicant or tenant who claims to be a victim of "battery or extreme cruelty", which includes domestic violence, dating violence, sexual assault and stalking perpetrated by their spouse or parent, who is a citizen or lawful permanent resident. A VAWA Self-Petitioner may indicate that they have satisfactory immigration status, though PHA has not yet verified that satisfactory immigration status. Satisfactory immigration status means an immigration status which does not make the individual ineligible for financial assistance. A VAWA Self-Petitioner may submit an I-360 VAWA Self Petition, an I-130 Family-Based VISA Petition or a USCIS Form 1-797 to demonstrate a claim of satisfactory immigration status. When an I-360 VAWA Self Petition, an I-130 Family-Based VISA Petition or a USCIS Form 1-797 is submitted, PHA may not request any additional information from the VAWA Self-Petitioner other than what is required to complete the verification. When a VAWA self-petitioner uses the Family Based VISA petition to satisfy immigration status, upon verification of the Family Based VISA petition, PHA will require the petitioner to submit evidence of battery or extreme cruelty.

Housing assistance and all other VAWA protections will be granted to the VAWA Self-Petitioner applicant or tenant throughout the verification process until a final determination of lawful permanent residency can be made.

If PHA later determines that the VAWA Self-Petitioner does not have eligible immigration status, PHA will notify the individual and take action to terminate assistance. PHA will also inform the individual of local agencies that provide domestic violence and immigration support services.

3.8.3 Prohibition Against Denial of Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking

Applicants who otherwise qualify for assistance or admission will not be denied admission on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. VAWA does not limit PHA's authority to deny assistance to an individual or family that is not otherwise qualified or eligible for assistance.

3.8.4 Prohibition Against Termination of Assistance Related to Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking

Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a tenant's family or any guest or other person under the tenant's control will not be the

basis for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's household is the victim or threatened victim of that domestic violence, dating violence, sexual assault or stalking.

Incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed either as serious or repeated violations of the Lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

Notwithstanding the foregoing, PHA may exercise its authority to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against household members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

PHA may exercise its discretion to bifurcate a Lease in order to evict, remove or terminate assistance to tenants or lawful occupants who perpetrate such violence against victims or affiliated individuals.

Further, PHA retains its authority to terminate the tenancy of any tenant if PHA concludes that there is an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance. VAWA does not limit PHA's authority to deny or terminate assistance to an individual or family that is not otherwise qualified or eligible for assistance.

PHA may terminate assistance or evict a tenant for any violation of the Lease ***not*** premised on the kinds of violence described above, as long as PHA refrains from subjecting a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than applied to other tenants facing Lease termination. VAWA does not limit PHA's authority to deny or terminate assistance to an individual or family that is not otherwise qualified or eligible for assistance.

Notwithstanding the protections provided to tenants under VAWA, PHA will:

- Comply with court orders that address the rights of access to or control of property, including civil protection orders issued to protect victims of domestic violence, dating violence, sexual assault, and stalking; and

- Comply with court orders that address the distribution or possession of property among members of a household.

In the event PHA evicts, removes or terminates assistance to an individual by bifurcating the Lease PHA will refrain from penalizing the victim of such criminal activity who is a tenant or lawful occupant. PHA will also provide any remaining family members with at least 30 calendar days from the date of bifurcation of the lease or until expiration of the lease to establish eligibility for continued occupancy if the individual evicted as a result of the bifurcation of the Lease was the sole tenant eligible for housing assistance. If a tenant is unable to establish eligibility, PHA will provide tenant a reasonable time, not to exceed 60 days, to find new housing.

This policy permits PHA to provide emergency transfers to victims of domestic violence, dating violence, sexual assault and stalking if the tenant expressly requests the transfer and the tenant reasonably believes that he/she is threatened with imminent harm from further violence if the tenant remains in the unit. In the case of a tenant who is the victim of sexual assault, an emergency transfer may be provided if the individual reasonably believes there is a threat of imminent harm from further violence if they remain in their unit OR if the sexual assault occurred on the premises during the 90 day period preceding the request for a transfer. Tenants receiving a VAWA-based Emergency Public Safety transfer may be referred to a domestic violence victim services organization if a safe unit is not immediately available.

PHA will maintain the confidentiality of the tenant's new location in the event the tenant receives an emergency transfer related to VAWA protections.

3.8.5 PHA Confidentiality Requirements – VAWA

PHA will keep confidential any information that the tenant submits in connection with VAWA protections, including keeping confidential the location of a new dwelling unit, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault or stalking against the tenant. PHA will not disclose or release or enter into any shared database any personally identifying information or individual information collected in connection with VAWA protections requested or denied except to the extent that the disclosure is:

- Requested or consented to by the individual in a time- limited release ;
- Required for use in an eviction proceeding or hearing; or
- Otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, PHA will make reasonable attempts to provide notice to victims affected by the disclosure of information and will take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

At the time the applicant is denied, PHA may share the following:

- Non-personally identifying data in the aggregate regarding services to their tenants and non-personally identifying demographic information in order to comply with Federal or State reporting, evaluation, or data collection requirements;
- Court-generated information and law enforcement-generated information containing insecure, governmental registries for protection order enforcement purposes; and
- Law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

3.8.6 Notification to Applicants &Tenants Regarding Protections Under VAWA

PHA will provide notice to applicants and tenants in assisted housing of protections provided under VAWA, in multiple languages when necessary, at the following junctures:

- At the time the applicant is denied tenancy in a public housing unit;
- At the time the individual is admitted to a unit in an assisted housing program;
- With any notification of eviction or notification of termination of assistance.

PHA acknowledges that a victim of domestic violence, dating violence, stalking, or sexual assault may have an unfavorable history (i.e., a poor credit history, non-payment of rent as a Public Housing tenant, a record of previous damage to an apartment/Public Housing unit, a prior/current conviction) that would warrant denial or termination under PHA's policies. Therefore, if PHA makes a determination to deny admission to an applicant or to terminate assistance to a resident, PHA will include in its notice of denial/termination:

- A statement of protections provided by VAWA;
- A description of PHA confidentiality requirements; and

- A request that an applicant/head of household wishing to claim this protection submit to PHA documentation meeting the specifications outlined in this ACOP or a request for an informal hearing or grievance hearing, whichever is applicable.

3.8.7 Victim Documentation

PHA will require that an applicant claiming that the cause of an unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking provide documentation of such claim, including:

- Demonstrating the connection between the abuse and the unfavorable history; and

- Naming the perpetrator of the abuse if it is safe to provide the name and if it is known to the victim.

When a family is facing assistance termination because of the actions of a tenant, household member, guest, or other person under the tenant's control and a client or affiliated individual of the tenant's household claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, sexual assault or stalking, PHA will require the individual to submit documentation affirming that claim.

Tenants may provide **one** of the following to demonstrate that they should receive protections under VAWA:

- A certification form approved by PHA that states that the applicant or tenant is a victim of domestic violence, dating violence, stalking, or sexual assault, that the incident of domestic violence, dating violence, stalking, or sexual assault is grounds for VAWA protections and that includes the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking, if the name is known and safe to provide; or,

- A completed HUD VAWA Certification Form 5382 that describes how the Lease or assistance termination relates to the acts of violence defined in this chapter; or,

- A Federal, State, tribal, territorial, local police record, court record or administrative agency record; or,

- Documentation signed by the applicant or tenant AND an employee or representative of a victim services provider, or social services provider, or an attorney, school personnel, or medical professional, from whom the victim has sought assistance as a result of the abuse, in which the professional attests under penalty of perjury that the applicant or tenant believes that the incident/abuse is grounds for protection under VAWA.

Individuals or families claiming that they are a victim of domestic violence, dating violence or stalking may obtain a HUD VAWA Certification Form from designated PHA locations.

3.8.8 Time Frame for Submitting Documentation

If an applicant for, or tenant of, PHA housing represents to PHA that they are entitled to protections under VAWA, PHA may request, either verbally or in writing, that the applicant submit a form of documentation as described above. The tenant must submit the required certification and supporting documentation to PHA within fourteen (14) business days after PHA has requested the documentation from the applicant/tenant. The14-day deadline may be extended at PHA's discretion. If the individual does not provide the required certification and supporting documentation within fourteen (14) business days of PHA's request, or within the approved extension period, PHA may proceed with denial or termination of assistance.

If PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated, PHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

3.8.9 Perpetrator Documentation

If the perpetrator of the abuse is a member of the applicant/resident household, the applicant/head of household must provide additional documentation consisting of a signed statement requesting that the perpetrator be removed from the application or family.

Perpetrator documentation must be submitted to PHA within the same timeframe as victim documentation.

3.8.10 Terminating Tenancy of a Domestic Violence Offender

This section does not provide protection for perpetrators of domestic violence, dating violence, sexual assault or stalking. PHA may terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against household members or others without terminating assistance to, or otherwise penalizing, the victim of such violence who is also a tenant or lawful occupant. This authority supersedes any local, State, or other Federal law to the contrary. However, if PHA chooses to exercise this authority, PHA will follow any procedures prescribed by HUD or by applicable local, State, or Federal law regarding termination of assistance.

When the actions of a tenant or other household member result in a decision to terminate the family's assistance and another household member claims that the actions involve criminal acts of physical violence against household members or others, PHA will request that the victim submit the required certification and supporting documentation in accordance with the stated timeframe. If the certification and supporting documentation are submitted within the required timeframe, or any approved extension period, PHA will terminate the offender's assistance. If the victim does not provide the certification and supporting documentation, as required, PHA will deny relief for protection under VAWA and proceed with termination of the family's assistance.

If PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated, PHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

3.8.11 Response to Conflicting Certification

In cases where PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, PHA may determine which is the true victim by requiring third-party documentation from each member as described in this ACOP. Third-party documentation to substantiate the occurrence of a VAWA-related offense must be submitted within 30 calendar days. PHA shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim or to address the distribution or possession of property among the household.

3.8.12 Transfers Under VAWA

PHA may allow a household to move, if the household has complied with all other obligations of the program, in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, stalking or sexual assault and who reasonably believes that he or she is imminently threatened by harm from further violence if he or she remains in the unit See Chapter 15 for

PHA's **TRANSFER POLICY** as well as PHA's Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking which is attached as an appendix to this ACOP

3.8.13 Remedies Available to VAWA Victims

Notwithstanding any Federal, State, or local law to the contrary, PHA may bifurcate (divide in two) a Lease, or remove a household member from a lease without regard to whether the household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against household members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, or local law for termination of assistance or leases under the relevant public housing, Section 8 HCV, and Section 8 unit-based programs. Tenants who remain in the household after a lease bifurcation, who have not already established eligibility for housing assistance will be given at least 30 calendar days from the date of the bifurcation of the lease or until the expiration of the lease in order to establish eligibility for housing assistance or to find alternative housing.

3.8.14 VAWA Record Retention

PHA will retain a record of all VAWA emergency transfer requests and outcomes for a period not less than three years. PHA will follow HUD reporting requirements regarding VAWA emergency transfer requests and outcomes.

3.9 Establishing Public Housing Maximum Rents

PHA is prohibited from making financial assistance available to persons who are not citizens or nationals of the United States, and to those who do not have eligible immigration status. Therefore, in order to assist mixed families, PHA will prorate assistance as described in **Prorated Rent for Mixed Families**.

CHAPTER 4: ELIGIBILITY

4.1 Overview

Every individual and family admitted to the Public Housing program must meet all program eligibility and suitability requirements. This includes any individual approved to join a household after the household has been admitted to the program. Families must provide any information needed by PHA to confirm eligibility/suitability and determine the level of the family's assistance.

As part of the eligibility determination, the applicant family must:

- Qualify as a household as defined by PHA;
- Have income at or below specified income limits;
- Qualify on the basis of citizenship or the eligible immigrant status of family members;
- Provide Social Security Number information for all household members as required;
- Consent to PHA's collection and use of household information as provided for in PHA-provided consent forms; and
- Provide all required documents

PHA will also conduct tenancy screening that will include consideration of current or past behavior of household members by assessing criminal, debt and credit records to ensure household members have not engaged in activities that are prohibited by PHA.

If a household is deemed ineligible or unsuitable for admission, the household will be removed from all waiting lists.

4.2 Definitions

4.2.1 Family and Household

Family
Applicants must qualify as a "Family" as defined in 24 CFR part 5.403:

- Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
- A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
- A group of persons residing together, and such group includes, but is not limited to:
    - A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
    - An elderly family;

- A disabled family;
- A displaced family; and
- The remaining member of a tenant family.

Each family must identify the individuals to be included in the household at the time of application, and must update this information if the family's composition changes.

Gender Identity means actual or perceived gender characteristics.

Sexual Orientation means homosexuality, heterosexuality, or bisexuality.

Household
Household is a broader term that includes additional people who, with the PHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

4.2.2 Head of Household

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse.

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

4.2.3 Spouse, Co-head and Other Adult

A family may have a spouse or co-head, but not both. Spouse means the marriage partner of the head of household.

- A marriage partner includes the partner in a "common law" marriage as defined in state law. The term "spouse" does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.
- A co-head is an individual in the family who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head. Minors who are emancipated under state law may be designated as a co-head.
- Other adult means a family member, other than the head, spouse, or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

4.2.4 Interdependent Relationship or Domestic Partnership

To claim an interdependent relationship or domestic partnership, individuals must demonstrate and certify that each individual's income and other resources will be available to meet the needs of the family and that the family otherwise comprises a "housekeeping unit," meaning the individuals share expenses, household chores, household shopping responsibilities, and other common household activities. An interdependent relationship/domestic partnership may exist regardless of actual or perceived sexual orientation, gender identity, or marital status. (See **7.3 Determining Family Unit Size** for policy on unit size for individuals in interdependent relationships).

An interdependent relationship or domestic partnership is defined as a committed relationship between two adults, in which the partners:

- Maintain a common residence, and intend to continue to do so (or would maintain a common residence but for an assignment abroad or other employment-related, financial, or similar obstacle);
- Are at least 18 years of age and mentally competent to consent to contract;
- Share responsibility for a significant measure of each other's financial obligations;
- Are not the domestic partner of anyone else;
- Are willing to certify, if required by the agency, that they understand that willful falsification of any documentation required to establish that an individual is in a domestic partnership may lead to disciplinary action and the recovery of the cost of benefits received related to such falsification,

4.2.5 Dependent

A dependent is a family member who is:

- Either under 18 years of age;
- A person of any age who is a person with a disability; or
- A full-time student.

The following persons can **never be dependents**:

- Head of household;
- Spouse;
- Co-head;
- Foster children;
- Foster adults; and
- Live-in aides.

4.2.6 Full-time Student

A full-time student (FTS) is a person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended).

4.2.7 Elderly Person and Elderly Family

Non-MTW Policy:

- Elderly Person: An elderly person is a person who is at least 62 years of age.

- Elderly Family: An elderly family is one in which the head, spouse, co-head, or sole member is at least 62 years of age.

MTW Policy

- Elderly Persons: An elderly person is a person who is at least 55 years of age.
- Elderly Family: An elderly family is one in which the head, spouse, co-head, or sole member is at least 55 years of age.

4.2.8 Persons with Disabilities and Disabled Family

- Persons with Disabilities: Under the PH program, special accommodations are available to persons with disabilities and to any family whose head, spouse, or co-head is a person with disabilities. A person with disabilities is someone who has a mental or physical impairment that substantially limits one or more major life activities; has a record of such impairment, or is regarded as having such impairment. The term does not include any individual who is an alcohol or drug user whose current use of alcohol or drugs prevents the individual from participating in the PH program, or whose participation, by reason of the current alcohol or drug abuse, would constitute a threat to property or the safety of others.

- Disabled Family: A *disabled family* is one in which the head, spouse, or co-head is a person with disabilities.

4.2.9 Multiple Families in the Same Household

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

4.2.10 Foster Children and Foster Adults

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

- A foster adult is usually a person with disabilities, unrelated to the tenant family, who is unable to live alone.

- Foster children and foster adults who are living with an applicant or assisted family are considered household members, but not family members. Foster children/adults do not qualify for a dependent deduction. See **8.7 Income of Foster Children and Foster Adults** for policy regarding income.

- PHA will not approve the addition of a foster child or foster adult if it will result in the need for a larger unit, according to PHA occupancy standards.

4.2.11 Live-In Aide

Live-in aide means a person who resides with one or more elderly persons or persons with disabilities, and who:

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

PHA will approve a live-in aide if needed as a reasonable accommodation, to make the program accessible to and usable by the family member with disabilities.

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly or disabled family member. PHA may request additional documentation from the knowledgeable provider in order to determine the outcome of the request for a live-in aide.

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

If approved as part of a reasonable accommodation, PHA will only allow family members of live-in aides to reside in the unit if the addition of the live-in aide's family members does not result in an under housed situation as determined by PHA's occupancy standards. For example if a live-in aide has a daughter, the live-in aide's daughter may reside in the unit, provided the daughter shares the bedroom with her mother or another household member.

PHA will apply the same screening criteria used for determining initial and continued eligibility/suitability for applicants and tenants when determining approval/disapproval of a particular person as a live-in aide. This criterion includes, but is not limited to, disapproval of admission if the person:

- Commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- Is subject to a lifetime registration requirement under a State Sex offender registration program;
- Commits drug-related criminal activity or violent criminal activity; or
- Currently owes rent or other amounts to PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Live-in aides who are unauthorized occupants in the unit will not be considered. PHA will review and approve a request for a live-in aide but will not allow an unauthorized occupant in the unit to be the live-in aide.

4.2.12 Veteran

A veteran is a person who served in the active military (Army, Navy, Air Force, Marines or Coast Guard, Reservists and/or National Guard) and who was discharged or released from such service under conditions other than dishonorable. PHA may request discharge documentation to verify honorable discharge.

4.3 Joint Custody of Children

See **CHAPTER 7: OCCUPANCY STANDARDS AND UNIT OFFERS** for policy information related to determining family member status when joint custody arrangements exist.

Dependents that are subject to a joint custody arrangement will be considered a member of the family if the dependent lives with the applicant or tenant family 50 percent (at least 183 days/year) or more of the time.

When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the admission or recertification will be able to claim the dependents. If there is a dispute about which family should claim them, PHA will make the determination based on available documents which may include but are not limited to court orders, school records and tax returns.

4.4 Caretaker of a Child

If neither a parent nor a designated guardian of a child residing in a PH unit remains in a unit that is receiving assistance, PHA will take the following actions:

- If a responsible agency has determined that another adult is to be brought into the apartment to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.

- If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker must provide documentation of a temporary or permanent custody arrangement. If the caretaker will have permanent custody and wishes to be considered a family member, the caretaker will be subject to PHA screening requirements, unless information is provided that would confirm that the caretaker's role is temporary. In such cases, PHA may in its reasonable discretion extend the caretaker's status as an eligible visitor.

- At any time that custody or guardianship has been legally awarded to a caretaker, the unit will be transferred to the caretaker, as head of household, subject to meeting PHA's eligibility and suitability requirements. The caretaker must provide legal custody papers to verify legal guardianship.

- During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

4.5 Income Eligibility

Income limits are used for eligibility only at admission. Eligibility is established by comparing a family's annual income with HUD's published income limits. To be eligible for Public Housing the annual gross family income of an applicant family may not exceed the low-income limit.

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

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

- An extremely low-income family is one whose income does not exceed the higher of the federal poverty level or 30 percent of Area Median Income, adjusted for family size.

4.6 Continuously Assisted

PHA will consider a family to be continuously assisted if the family was leasing a unit under any MTW or 1937 Housing Act program at the time they were determined eligible by PHA or if there is a break in assistance under any MTW or 1937 Housing Act program for a period of less than 30 days from the date of the screening appointment with PHA. This policy assumes that the break in assistance is not due to adverse termination and that the applicant has left the prior program in good standing.

4.7 Citizenship or Eligible Immigration Status

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

4.7.1 Declaration of Citizenship

A family is eligible for assistance as long as at least one member is a citizen, national, or eligible non-citizen.

Each family member must declare whether he/she is a citizen, a national, eligible non-citizen, or an individual who elects not to contend that they have eligible immigration status.

Those who elect not to contend their status are considered to be ineligible non-citizens.

No declaration is required for live-in aides, foster children, or foster adults.

See **10.15 Verification of Citizenship/Eligible Immigration Status** for verification policy.

4.7.2 U.S. Citizens and Nationals

Citizens and nationals are required to submit only a signed declaration as verification of their status. Family members who declare citizenship or national status will not be required to provide additional documentation unless PHA receives information indicating that an individual's declaration may not be accurate.

For citizens, the declaration must be signed personally by the head, spouse, co-head, and any other family member 18 or older, and by a parent or guardian for minors.

4.7.3 Eligible Non-Citizen

In addition to providing a signed declaration, those declaring eligible noncitizen status must provide documentation to confirm the claimed citizenship status and cooperate with PHA efforts to verify their immigration status.

The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance. PHA

will review non-citizen applicant or resident requests for admission or continued occupancy as a result of being a self-petitioner under the Violence against Women Reauthorization Act of 2013. See 3.8.2 VAWA Self-Petitioners.

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

4.7.4 Ineligible Non-citizens

Ineligible non-citizens are those non-citizens who do not wish to contend their immigration status. PHA requires that non-citizens sign a certification attesting to their ineligible immigration status. PHA will not verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

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

4.7.5 Mixed Families

A family is eligible for assistance as long as at least one member is a citizen, national, or eligible non-citizen. Families that include eligible and ineligible individuals are considered mixed families. Assistance to mixed families shall be prorated. Families will receive notice of determination as a mixed family. The notice will include the fact that assistance will be prorated and that the family may request a hearing if they contest this determination.

PHA will not provide assistance to a family before the verification of at least one family member as a citizen, national or non-citizen with eligible immigration status.

When PHA determines that an applicant family does not include any citizens, nationals, or eligible non-citizens, following the verification process, the family will be sent a written notice of ineligibility.

The notice will explain the reasons for the denial of assistance, that the family may be eligible for proration of assistance, and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with PHA. The informal hearing with PHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice will also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process. See

4.7.6 Timeframe for Determination of Citizenship Status

For new occupants joining the assisted family, PHA will verify status at the time of the request to add the family member. PHA will ensure that evidence of eligible citizenship status is submitted no later than the date that PHA completes verification of other aspects of eligibility for assistance.

If an individual qualifies for a time extension for the submission of required documents, PHA will grant such an extension for no more than 30 days.

Each family member is required to submit evidence of eligible status only one time during continuous occupancy. PHA will verify the status of applicants at the time when other eligibility factors are determined.

4.8 Social Security Numbers

4.8.1 Persons Required to Provide Documentation of a Valid SSN

- The applicant and all members of the applicant's household who are eligible to receive a SSN (those who contend eligible immigration status and US Citizens), must provide documentation of a valid Social Security Number (SSN) as part of the eligibility determination process. See policies on **Time Frame to Submit Documents for SSN** for applicants.

- Tenants and all tenant household members who are eligible to receive a SSN (those who contend eligible immigration status and US Citizens), must provide documentation of a valid SSN if the tenant/member has:

  - Not previously disclosed a SSN;

  - Previously disclosed a SSN that HUD or the SSA determined was invalid; or

  - Been issued a new SSN.

- New household members are required to provide documentation of a valid SSN before approval for occupancy in an existing PH household. See policies on **Time Frame to Submit Documents for SSN** for policy on time frame to submit SSN documentation for adults and children under 6.

4.8.2 Required Documentation

See policies in **10.22 Verification of SSN and Date of Birth.**

4.8.3 Persons NOT Required to Provide Documentation of a Valid SSN

- Individuals who do not contend eligible immigration status will NOT have a SSN to disclose. If otherwise eligible to participate in the program, the family should be admitted into the program or continue receiving assistance if at least one family member is a US Citizen or has eligible immigration status. PHA will request an alternate HUD ID number for the household members who do not contend to have eligible immigration status and who are not US citizens/nationals.

- Individuals who have previously disclosed a valid SSN; and

- Tenants who are 62 years old or older as of January 31, 2010.

4.8.4 Time Frame to Submit Documents for SSN

- Applicants will be required to provide a SSN on the pre-application form. Alternate arrangements will be made for applicants, during the pre-application process, who are not US Citizens or who do not have eligible immigration status.

- PHA will request verification of the SS number during screening for eligibility. PHA will defer the eligibility determination for a period of 60 days from the date of the screening appointment for families with members who are eligible to receive a SSN but who have not yet provided verification of their SSN. If after 60 days, required SS number documentation is not provided,

PHA will deny assistance. This policy does not apply to family members under the age of 6 years who lack the documentation necessary to verify the SSN. See policy below for such family members.

- An applicant family may become a program participant, even if the family lacks the documentation necessary to verify the Social Security Number (SSN) of a family member under the age of 6 years. PHA will allow the family a 90 day period to verify the SSN of the family member under the age of 6 years. An extension of one additional 90-day period must be granted if PHA determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside of the control of the applicant.

- PHA will provide alternate ID numbers for eligible families that include members who are not US Citizen or do not have eligible immigration status.

- Participants who contend eligible immigration status and who have not previously disclosed a valid SSN must do so at their next scheduled or interim recertification within 90 days of PHA's request. PHA may grant an additional 90-day period, if there are unforeseen circumstances beyond the family's control that prevent the family from complying with the SSN requirements or there is a reasonable likelihood that the participant will be able to disclose a SSN by the deadline.

- If a proposed new household member is an adult, PHA will not approve addition of the adult to the household until SSN documentation has been provided.

- If the proposed new member is a minor child and has no SSN documentation, PHA will allow the child to be added to the household; however SSN documentation must be provided within 90 days of the child being added to the household. PHA, at its own discretion, may give an additional 90 days if PHA determines that the participant's failure to comply was due to circumstances that could not have reasonably been foreseen and were outside the control of the participant. During the period that PHA is awaiting documentation; the child shall be included as part of the tenant household and the child shall be entitled to all the benefits of being a household member. If upon expiration of the provided time period, including any extensions, the tenant fails to produce a SSN for the child, the family will be subject to the penalties for failure to disclose a SSN.

4.8.5 Penalties for Failure to Disclose SSN

Applicants:

- Denial of placement on the waiting list.
- Denial of eligibility
- Termination of assistance (for households who were admitted and failed to provide SSN documentation for a family member under 6 years of age)

Participants:

- Lease termination

4.9 Photo ID

To ensure PHA has the ability to identify all persons 18 years of age or older (not just the head of household), all adult household members will be required to provide a current, government issued identification at admission, upon addition to a PH household or upon turning 18. For example, if a household member turns 18 between regular recertifications, he or she must provide a government issued photo

identification at the household's next regular recertification.

PHA reserves the right to request an updated photo ID after admission to the program to confirm legal identity.

As an accommodation for individuals with disabilities and elderly individuals, as well as for individuals with religious considerations, with prior PHA approval, PHA may accept other forms of identification to establish identity.

4.10 Required Documents

Applicants must provide birth certificates/proof of age/proof of birth for all family members. The family must supply any other information that PHA or HUD determines necessary to the administration of the program.

4.11 Family Consent to Release of Information

HUD requires each adult family member, and the head of household, spouse, or co-head, regardless of age, to sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice or comparable form authorized by HUD, and other consent forms as needed to collect information relevant to the family's eligibility, level of assistance, and utilities consumption and expenses. PHA will deny admission to the program if any member of the applicant family fails to sign and submit the consent forms which allow the PHA to obtain information that PHA has determined necessary in the administration of the Public Housing program.

4.12 Housing Choice Voucher Program Tenant Responsibility Screening Requirement

Applicants who currently participate in the HCV program and seek admission to the public housing program must provide documentation of their move-out notice, and be in compliance with HCV program requirements in order to be eligible for admission to the Public Housing program.

4.13 Household Member Turning 18 Between Eligibility and Lease Up

Income & Deductions
When a family member will turn 18 between the date of eligibility and on or before the effective date of initial lease-up, PHA will include the family member's income in the calculation of annual income. For example, PHA completes an eligibility determination on November 1st. One of the family members is 17 at the time of screening and eligibility determination; however, the family finds a unit with a lease effective date of December 15th and this individual turns 18 on November 17th. PHA will then calculate the income of that family member as if he/she was an adult, since the family member will be 18 by the effective date of the lease. Deductions will also be applied as if the family member was an adult. For example, a family member who is 17 at the time of eligibility determination, but 18 on the lease effective date, will NOT be given a dependent deduction unless that family member is a full time student or disabled.

Release Forms
When a family member will turn 18 between the date of eligibility determination, but on or before the effective date of lease-up, PHA will have a parent/legal guardian sign any consent/release forms on behalf of that family member in order to authorize PHA to obtain their income verification and count applicable income

Criminal Background Check

When a family member will turn 18 between the date of eligibility determination, but on or before the effective date of lease-up, PHA will have a parent/legal guardian sign the consent for criminal background check on behalf of that family member in order to authorize PHA's criminal background check.

4.14 Eligibility Interview

Families selected from a waiting list(s) are required to participate in an eligibility interview which includes the completion of a full application.

If the family is unable to attend a scheduled interview, the family should contact PHA in advance of the interview to schedule a new appointment. If a family does not attend a scheduled interview, PHA will schedule a second (2nd) interview. If the family does not attend the 2nd scheduled interview, the family will be withdrawn from the waiting list(s). PHA will send a withdrawal notice. Such failure to act on the part of the applicant prevents PHA from making an eligibility determination; therefore, PHA will not offer an informal hearing.

All family members aged 18 and older are required to attend the application interview. Verification of information pertaining to adult members of the family not present at the interview will not begin until signed release forms are returned to PHA.

PHA must have documentation that substantiates why an applicant has been selected for eligibility determination. For example, for Special Housing Initiatives, PHA would need a copy of a MOU and transmittal identifying the applicant family as being eligible for referral by the agency/organization making the referral. Another example is that PHA would need proof of age for elderly families being screened for designated housing.

When applicable, selection criteria will be verified in accordance with the verification policy of this ACOP. If the basis for selection cannot be verified, the applicant will be returned to the waiting list, without the claimed selection criteria, retaining the same date and time of application.

The family must provide the information necessary to establish the family's eligibility, including suitability, and to determine the appropriate amount of rent the family will pay. The family must also complete required forms, provide required signatures, and submit required documentation. All members of the household who are 18 years or older are required to sign the HUD Release of Information form or other release form acceptable to HUD, PHA's release of information form related to Police Record Check, the Declaration of Citizenship form and any other documents or forms required by PHA. In addition, applicants will be required to sign verification forms necessary to solicit income, family information, and utilities information. When a household member will turn 18 between the date of eligibility determination, but on or before the effective date of lease-up, PHA will have a parent/legal guardian sign any consent/release forms on behalf of that family member in order to authorize PHA to obtain their income verification and count applicable income.

Any required documents or information that the family is unable to provide at the time of the interview must be provided within five (5) business days from the date of the request. If the family is unable to obtain the information or materials within the required time frame, PHA may provide a reasonable extension as necessary. Applicants who fail to provide the required information within PHA established time frames (including any allowed extensions) will be withdrawn from all Public Housing waiting list(s) based on the family's failure to supply information needed to determine eligibility. PHA will send the applicant a withdrawal notice. Such failure to act on the part of the applicant prevents PHA from making an eligibility determination; therefore, PHA will not offer an informal hearing. This does not apply to PAPMC or AME SBWLs.

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Interviews will be conducted in English. For Limited English Proficiency (LEP) applicants, PHA will provide translation services in accordance with PHA's LEP plan as found in this ACOP.

4.15 Applicant Screening

PHA conducts applicant screening to evaluate the eligibility and suitability of families who apply to the PH program. PHA may deny program assistance to an applicant based on the screening results.

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

Debt, criminal background, sex offender and past and current behavior screening policies include basic screening information, reasons for mandatory and non-mandatory denial and mitigating factors. Mitigating factors will be considered for certain screening outcomes. Upon consideration of mitigating factors, PHA may, on a case-by-case basis, decide not to deny assistance. Director/Manager review and approval is required when admission is based on mitigating factors. Where mandatory and non-mandatory denials are discussed in this chapter, the denial is related to admission to the PH Program.

Families are provided an opportunity to explain circumstances and/or provide additional information when appropriate. PHA provides applicants an explanation of the basis for any decision made by PHA pertaining to the applicant's eligibility and or suitability. PHA may deny assistance to an applicant based on the screening of applicants for family behavior or suitability for tenancy.

If a tenant is terminated and re-applies, the applicant (former tenant) will be subject to all PHA required screening elements to determine eligibility and suitability for the program.

4.16 EIV Existing and Former Tenant Search

PHA will conduct EIV screening for new applicants. An EIV Existing Tenant Search will be conducted on minor and adult members of an applicant household and when adding an adult or minor to an existing household.

PHA will discuss with the applicant if the EIV Existing Tenant Search identifies that the applicant or a member of the applicant's household is residing at another federally subsidized housing location, giving the applicant the opportunity to explain any circumstances relative to his/her being assisted at another location.

PHA will follow up with the respective public housing agency or owner to confirm the individual's program participation status before admission, if necessary, depending on the outcome of the discussion with the applicant.

PHA will retain the search results with the application, along with any documentation obtained as a result of contact with the applicant and the PHA and/or owner at the other location.

An EIV Former Tenant Search will be conducted on adult members of an applicant household and on adult members prior to adding them to an existing household. PHA will follow its policies on denial and termination of assistance when reviewing and acting on results of the EIV Former Tenant Search.

4.17 Screening for Suitability as a Tenant

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

- Payment of rent and utilities;

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

4.17.1 Resources Used to Check Applicant Suitability

PHA has a variety of resources available to determine the suitability of applicants. Generally, PHA will reject applicants who have recent behavior that would warrant lease termination for a PH tenant.

In order to determine the suitability of applicants, PHA will examine applicant history. Such background checks will include:

- Past performance in meeting financial obligations, especially rent:
    - PHA and landlord references for the past five (5) years, gathering information about past performance meeting rental obligations such as rent payment record, late payment record, whether PHA/landlord ever began or completed lease termination for non-payment, and whether utilities were ever disconnected in the unit. PHAs and landlords will be asked if they would rent to the applicant family again;
    - Utility company references covering the monthly amount of utilities, late payment, disconnection, return of a utility deposit and whether the applicant can get utilities turned on in his/her name. Use of this inquiry will be reserved for applicants applying for units where there are tenant-paid utilities;
    - Credit reports and court records for civil judgments occurring within the past five (5) years. A lack of credit history will not disqualify someone from becoming a PH tenant, but a poor credit rating may;
    - Applicants with no rental payment history may also be asked to provide PHA with personal references. The references will be requested to complete a verification of the applicant's ability to pay rent if no other documentation of ability to meet financial obligations is available. The applicant will also be required to complete a checklist documenting their ability to meet financial obligations; and
    - If previous landlords or the utility company do not respond to requests from PHA, the applicant may provide other documentation that demonstrates their ability to meet financial obligations (e.g. rent receipts, cancelled checks, etc.).
- Disturbances to neighbors, destruction of property, or living or housekeeping habits at prior residences that may adversely affect the health, safety, or welfare of other tenants, or cause damage to the unit or development:
    - PHA and landlord references for the past five (5) years, gathering information on whether the applicant kept a unit clean, safe and sanitary; whether they violated health or safety codes; whether any damage was done by the applicant to a current or previous unit or the development, and, if so, how much the repair of the damage cost; whether the applicant's

housekeeping caused insect or rodent infestation; and whether the neighbors complained about the applicant or whether the police were ever called because of disturbances;

- Police and court records within the past three (3) years will be used to check for any evidence of disturbance to neighbors or destruction of property that might have resulted in arrest or conviction;

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

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

4.18 Credit History Screening

PHA will conduct a credit check on the head of household and co-head, if applicable. Among other things, PHA will consider the applicant's utility bill history, monetary judgments, and rental history. If an applicant is denied admission due to the credit history screening, PHA will advise the applicant in writing of the denial and state the reason

Credit screening records will be destroyed, once the purpose(s) for which the record was requested has been accomplished, including expiration of the period for filing a challenge to a PHA action without institution of a challenge or final disposition of any such litigation.

4.19 Debt Screening

PHA will conduct debt screening on all members 18 years old or older, including EIV and PHA debt screening.

Debt screening for prior debts owed to PHA will take place at the time of pre-application.

EIV debt screening for prior debts incurred during previous participation in a federally assisted housing program will be conducted at the time of eligibility screening.

For purposes of this section, "current" means amounts owed to a PHA during the last 4 years or such other period for which the statute of limitations has not tolled in Philadelphia or other applicable jurisdiction. For example, if an applicant's participation in an assisted program was ended in 2007 due to debts owed, and the applicant never repaid such amounts and applies for the PH program in 2011, then a "current" debt is owed. If the applicant's participation in an assisted program ended in 1985 for the same reason, that debt could not be considered "current" unless applicable law permitted.

PHA will consider debt that is not "current" (as defined above) as part of a history of non-payment and may deny admission to a household if there is other evidence of a history of non-payment and/or other eligibility factors, when taken as whole, that render a household ineligible for admission.

4.19.1 Mandatory Denial

PHA will deny assistance to a family:

- If the family has debt to PHA for amounts paid to an owner under a HAP contract for rent, amounts owed under the Lease, damages to the unit or other amounts owed by the family to PHA and the

amount is not fully repaid within 90 calendar days from the date the pre-application was submitted. The applicant will be denied and the family will not be entered on the waiting list;

- If the family has debt to another PHA or judgment against them in connection with Section 8 or public housing assistance under the 1937 Act for amounts paid to an owner under a HAP contract for rent, damages to the unit or other amounts owed by the family under the Lease and the amount is not fully repaid within 90 calendar days from the date of the screening appointment;

- If the family has breached a repayment agreement with PHA or another PHA in connection with Section 8 or public housing assistance under the 1937 Act, and the amount is not fully repaid within 90 calendar days from the date of the screening appointment.

Mitigating Factors

Manager/Director review and approval is required when admission is based on mitigating factors. PHA may consider the following factors when considering denial of assistance related to debt screening:

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

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

- Circumstances which led to the creation of the debt, i.e. death of a family member, economy-related layoff.

- Current financial circumstances.

- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, or stalking.

- The length of time since the debt was incurred, the family's recent history and the likelihood of favorable conduct in the future.

- Evidence of the family's participation in or willingness to participate in social service or other appropriate counseling service programs.

- Removal of the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

4.20 Criminal Background Screening

It is PHA's policy to conduct screening for drug abuse and other criminal activity in an effort to prevent future drug-related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by HUD. In conducting screening, PHA will comply with all applicable civil rights requirements contained in the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act and Titles II and II of the Americans with Disabilities Act of 1990 and other equal opportunity provisions listed in 24 CFR 5.105. Such screening will apply to any member of the household who is 18 years of age or older, including live-in aides.

PHA will ensure that adverse housing decisions based upon criminal activity are supported by sufficient evidence that the individual engaged in such activity. PHA uses convictions, not arrest records, to determine

that an individual has engaged in criminal activity. PHA may deny admission based upon the conduct underlying an arrest if the conduct indicates that the individual is not suitable for tenancy and PHA has sufficient evidence other than the fact of arrest that the individual engaged in the conduct. The conduct, not the arrest, will be the relevant factor for admissions and tenancy determination. Reliable evidence of a conviction may be the basis for determining that disqualifying conduct occurred.

PHA may use other evidence such as police reports detailing the circumstances of the arrest, witness statements and other relevant documentation to assist in making a determination that disqualifying conduct occurred.

PHA will conduct criminal background checks at admission, when an adult is proposed to be added to the household and when an existing minor household member turns 18. Additionally, PHA reserves the right to conduct criminal background checks at other times to ensure that clients are not engaging in or have engaged in certain criminal activities.

When an existing household member turns 18 during the recertification period, PHA will conduct a criminal background check at the next regular recertification after the household member turns 18.

The criminal background check may be made through state and/or local law enforcement agencies, as well as the FBI's National Crime Information Center or through an on-line service. In cases where a family has lived outside PHA's jurisdiction for the last three years, PHA may contact those local law enforcement agencies for a criminal history background check.

Families are provided an opportunity to dispute the accuracy and relevance of a criminal record before admission or assistance is denied on the basis of such record. PHA provides applicants an explanation of the basis for any decision made by PHA pertaining to the applicant's eligibility. Applicants are provided with an opportunity to request an informal hearing after an application of housing assistance is denied. See policies on **INFORMAL HEARINGS FOR APPLICANTS**.

If PHA proposes to deny assistance based on criminal record information, PHA will notify the household of the proposed action and will make the record available upon request to the applicant. The applicant will have an opportunity to dispute the accuracy and relevance of the information through the informal hearing process.

If the criminal record check (CRC) identifies a pending criminal investigation, PHA will suspend the eligibility determination until the criminal investigation is completed. PHA will notify the applicant concerning their suspended eligibility status and request that the applicant notify PHA when the investigation is complete, at which time PHA will apply its eligibility and screening policies in making a final eligibility determination.

Criminal record checks will be considered current for a period of one year. If lease up (for new applicants) is not effective within one year from the date the CRC was run, a new CRC will be required.

Appendix C: TABLE OF SELECTED SCREENING ELEMENTS includes a chart which summarizes the mandatory and non-mandatory denials and related, applicable mitigating factors. The **CHART OF OFFENSES – DENIAL OF ADMISSION** includes specific drug and criminal offenses and PHA's time frame for denial based on the timeframe between conviction and screening. In making determinations related to eligibility for admission to the program, PHA will use the criminal background screening policies in concert with the Chart of Offenses in Appendix D.

4.20.1 Mandatory Denial

PHA will deny assistance as a result of one of the following.

- Any household member has been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.

- Any household member has been convicted of a homicide-related offense, i.e. the killing of one human being by another. This includes murder, manslaughter (voluntary or involuntary), and conspiracy to commit murder. Mandatory denial is required if the homicide related conviction is within the time frames, as described in Appendix D.

Mitigating Factors

Manager/Director review and approval is required when admission is based on mitigating factors. PHA may consider the following when considering mandatory denial of assistance related to criminal background screening:

- Removal of the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

4.20.2 Non-Mandatory Denial

Prior to making a final determination on denial of assistance, PHA may consider the mitigating factors related to criminal background screening.

Mitigating Factors

Manager/Director review and approval is required when admission is based on mitigating factors. PHA may consider the following factors when considering non-mandatory denial of assistance related to criminal background screening:

- If the applicant is an active tenant in or graduate of the Eastern District Federal Court Supervision to Aid Reentry (STAR) program or the Mayor's Office of Re-Integration Services for Ex-Offenders (RISE) Philadelphia Reentry Employment Program (PREP). RISE is the lead agency in the City for the management of reintegration services for the formerly incarcerated to transition them back into society. The STAR Program works in conjunction with Federal Probation and Parole, to offer returning citizens an opportunity to reduce their parole period by one year through participation in the program.

- If the applicant is an active tenant or graduate in good standing in a PHA approved city, state or federal re-entry program for ex-offenders and is meeting or has met and continues to meet the good standing requirements set forth in the re-entry program.

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

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

- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, or stalking.

- The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future.

- The level of violence, if any, of the offense for which the applicant was convicted.

- Evidence of the family's participation in or willingness to participate in social service or other appropriate counseling service programs.

- Evidence of work history or history of community volunteer work.

- Satisfactory completion of probation.

- Removal of the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

4.21 Sex Offender Screening

PHA will perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in Pennsylvania, as well as in any other state where a household member is known to have resided.

4.21.1 Mandatory Denial

PHA will deny admission to a family if:

- A member of the household is subject to a lifetime registration requirement under a State Sex Offender Registration Program.

Mitigating Factors

Manager/Director review and approval is required when admission is based on mitigating factors. PHA may consider the following when considering mandatory denial of assistance related to criminal background sex offender screening:

- Removal of the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

4.22 Screening Based on Past or Current Behavior

In addition to the criminal background check. PHA may also use the following as evidence of patterns of current and past unsuitable behavior. Arrest records alone will not be used to make a determination of unsuitability.

- Criminal background checks for drug-related or violent criminal activity of household members within the past three years; and/or

- Any record of evictions for suspected drug-related or violent criminal activity of household members within the past three years.

4.22.1 Mandatory Denial

PHA will deny assistance to a family when:

- Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity.

- Any household member is currently engaged in the use of illegal drugs or PHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants. *Currently engaged in, current use of or current abuse* is defined as within the previous six months from the date of screening. PHA may obtain information from drug abuse or other treatment entities to determine whether a household member is currently engaging in illegal drug activity or criminal behavior.

Mitigating Factors

Manager/Director review and approval is required when admission is based on mitigating factors. PHA may consider the following when considering mandatory denial of assistance related to screening for past or current behavior:

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

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

- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, or stalking.

- The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future.

- Evidence of the family's participation in or willingness to participate in social service or other appropriate counseling service programs.

- Evidence of work history or history of community volunteer work.

- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully. PHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of household member having been rehabilitated successfully.

- The circumstances that led to eviction no longer exist, i.e. the criminal household member has died or is imprisoned.

- Removal of the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

4.22.2 Non-Mandatory Denial

PHA <u>may</u> deny assistance if:

- A PHA has ever terminated assistance under the program for any member of the family.

- Any family member has been evicted from federally-assisted housing in the last three (3) years for reasons outside of drug related criminal activity.

- Any member of the family has committed fraud or bribery or other corrupt or criminal act in connection with any Federal housing program.

- A family member has engaged in or threatened violent or abusive behavior toward PHA personnel, an owner, contractor, subcontractor or agent of PHA. *Abusive or violent behavior* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

- A family member has engaged in or threatened the health, safety, or right to peaceful enjoyment of the premises by other tenants or persons residing in the immediate vicinity. Immediate vicinity means within a three-block radius of the premises.

Mitigating Factors

Manager/Director review and approval is required when admission is based on mitigating factors. PHA may consider the following factors when considering non-mandatory denial of assistance related to screening on past and current behavior:

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

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

- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, or stalking.

- The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future.

- Evidence of work history or history of community volunteer work.

- Evidence of the family's participation in or willingness to participate in social service or other appropriate counseling service programs.

- The circumstances that led to eviction no longer exist, i.e. the criminal household member has died or is imprisoned.

- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully. PHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of the household member having been rehabilitated successfully

- Removal of the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

4.22.3 Reasonable Accommodation

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

4.23 Final Eligibility Determination

Based on verified information, PHA will make a final determination of eligibility and will confirm whether the family qualified for any special admission, targeted admission, or selection preference, where applicable, that affected the order in which the family was selected from the waiting list.

If PHA determines that the family is ineligible, PHA will send written notification of the ineligibility determination. The notice will specify the reasons for ineligibility, and will inform the family of their right to request an informal hearing. See policies on **INFORMAL HEARINGS FOR APPLICANTS**.

If a family fails to qualify for any criteria that affected the order in which it was selected from the waiting list (i.e., targeted funding, extremely low-income), the family will be returned to its original position on the waiting list. PHA will notify the family in writing that it has been returned to the waiting list, and will specify the reasons for returning the family to the waiting list.

If PHA determines that the family is eligible to receive assistance, PHA will place the family's name in the Ready Pool according to date and time of application.

Applicants who are denied admission are prohibited from applying and/or receiving housing assistance for one (1) year from the date of the denial.

4.24 Misrepresentation

Any material misrepresentation on the part of an applicant revealed through the application process or otherwise, will result in a determination of ineligibility. The applicant shall be notified in writing of such determination by PHA and will be given the opportunity for an informal hearing. See policies on **INFORMAL HEARINGS FOR APPLICANTS**.

4.25 Notice of Eligibility or Denial

If PHA determines that a family is not eligible for the program for any reason, the family will be notified promptly. The notice will describe:

- The reasons for which assistance has been denied;
- A statement that if the applicant is an individual with disabilities, they may request a Reasonable Accommodation as the disability may relate to participation in the informal hearing process or affect PHA's decision to deny admission. See policies on **INFORMAL HEARINGS FOR APPLICANTS**.
- Notification of applicant protections against denial, confidentiality requirements and request for documentation as provided by VAWA. Detailed policy concerning VAWA and denial of admission is included in the Fair Housing and Equal Opportunity chapter;

- The family's right to an informal hearing; and
- The process for obtaining the informal hearing. See policies on **INFORMAL HEARINGS FOR APPLICANTS**.

If based on a criminal record or lifetime registration information, an applicant family appears to be ineligible, PHA will notify the family in writing of the proposed denial and provide access to the record to the head of household (applicant) and to the subject of the record. The family will be given ten (10) business days to dispute the accuracy and relevance of the information. If the family does not contact PHA to dispute the information within ten (10) business days, PHA will proceed with the denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process. A Reasonable Accommodation will be considered in the acceptance of disputes, notices, scheduling and conducting hearings, and any decisions made by PHA.

Applicants who are denied admission are prohibited from applying and/or receiving housing assistance for one year from the date of the denial.

CHAPTER 5: APPLICATIONS, WAITING LIST AND TENANT SELECTION

5.1 Overview

This policy, along with the Occupancy Standards and Unit Offer policy, comprise PHA's Public Housing Tenant Selection Plan.

PHA shall administer all waiting lists in accordance with applicable Fair Housing laws and PHA policies. PHA maintains a waiting list to determine priority of placement into the PH program.

The application process includes two phases: the pre-application or initial application which involves placement on the waiting list and the second phase, which is referred to as full application and which includes verification of information and a determination of eligibility.

When a unit becomes available, PHA will select families from the waiting list(s) in accordance with PHA policies.

5.2 Applying for Assistance

When pre-applications are being accepted, families interested in applying for assistance must complete a pre-application form. Pre-applications will be made available, upon request, in an accessible format for persons with disabilities. All pre-applications will be date and time-stamped.

PHA will notify families of the method for submitting pre-applications and how the waiting list will be ordered. Pre-applications must be complete in order to be accepted by PHA for processing. If a pre-application is incomplete, PHA will notify the family of the additional information required. When a pre-application is submitted on-line, the software will not accept the pre-application if it is incomplete and will identify the information that the applicant must provide to complete the pre-application.

5.3 Accessibility of the Application Process

PHA will take steps to ensure that the pre-/full application processes are accessible to those people who might have difficulty complying with the standard PHA pre-/full application process. This could include people with disabilities, certain elderly individuals, as well as persons with Limited English Proficiency (LEP). PHA will make reasonable accommodations to meet the needs of individuals with disabilities. The application-taking facility and the pre-/full application process will be fully accessible, or PHA will provide an alternate approach that provides full access to the process.

5.4 Placement on the Waiting List(s)

Applicants who have submitted complete pre-applications will be placed on the waiting list. If a completed pre-application is not submitted within a specified timeframe, the pre-application will not be entered into the waiting list(s)

No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list. Placement on the waiting list does not indicate that the family is, in fact, eligible for assistance.

When the waiting list is continuously open, applicants will be placed on the waiting list according to the date and time their completed pre-application is received by PHA. When the waiting list is open for a finite period

of time, PHA will notify applicants of the method for submitting applications and ordering applications on the waiting list.

PHA will not process applications from families if the family composition is such that PHA would not be able to offer an appropriately sized unit without overcrowding.

5.5 Organization of the Waiting List(s)

PHA will organize the waiting list(s) to allow for the accurate identification and selection of families in proper order, according to the admissions policies described in this ACOP.

The waiting list will contain the following information for each applicant listed:

- Date and time of pre-application;
- Name of each household member;
- Address;
- Tenant Identification Number;
- Social security number for each household member (if provided);
- Unit size required;
- Date of birth for each household member;
- Gross annual income;
- Accessibility requirement, if disclosed in the pre-application;
- Household type (family, elderly, disabled);
- Sex of each family member;
- Primary language spoken in the family;
- Special Admissions and targeted populations, if applicable;
- Race and ethnicity of the head of household; and
- Waiting list(s) selected.

5.6 Opening a Waiting List

If the number of applicants on a waiting list drops below anticipated need (i.e. bedroom size, income level in order to meet income targeting requirements, etc.), PHA may reopen the waiting list and begin taking new applications.

PHA will announce the reopening of a waiting list in advance of the date applications will first be accepted. If the list is only being re-opened for certain categories of families, this information will be contained in the notice. The notice will specify where, when and how pre- applications are to be received, as well as the

method PHA will use to determine applicant ranking on the waiting list.

PHA will give public notice by publishing the relevant information in suitable media outlets when opening and closing the waiting list. All signs and advertisements will comply with PHA Affirmative Marketing policy, found in this ACOP.

When a PH development opens, that is part of an existing Site Based Waiting List (SBWL); PHA will use the existing SBWL and First Available Waiting List to select applicants.

When a new PH development opens which is not part of an existing SBWL, PHA will select applicants from the First Available Waiting List. At which time PHA establishes a SBWL for this development and open such list, PHA will give public notice according to the policies in this ACOP.

5.7 Closing a Waiting List

PHA will close the waiting list if it has an adequate pool of families to fill anticipated vacancies. Where PHA has particular preferences or funding criteria that require a specific category of family, PHA may elect to continue to accept applications from these applicants while closing the waiting list to others. PHA may close a list completely, or restrict intake by type of development, by size and by type of dwelling unit.

When a waiting list is closed, in whole or in part, PHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

5.8 Family Outreach

PHA will conduct outreach as necessary to ensure that PHA has a sufficient number of applicants on the Waiting list to use the Public Housing resources it has been allotted.

PHA outreach efforts will comply with fair housing requirements, including:

- Analyzing the housing market area and the populations currently being served to identify underserved populations;
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program; and
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class.

PHA outreach efforts are designed to inform families about the availability of assistance under the program. These efforts may include, as needed, any of the following activities:

- Submitting press releases to local newspapers, including minority newspapers
- Developing informational materials and fliers to distribute to other agencies
- Providing application forms to other public and private agencies that serve the low income population
- Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities

PHA will monitor the characteristics of the population being served and the characteristics of the population as a whole within PHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests

that certain populations are being underserved.

5.9 Reporting Changes in Family Circumstances

While the family is on a waiting list(s), the family must inform PHA of changes in income, family composition, and/or contact information, including current residence, mailing address, and phone number. Changes to family income, composition, contact information and/or other application information may be made on-line, in person at PHA or via US mail. Failure to report these changes may affect a family's placement on the waiting list(s) and could result in removal of the family's name from the waiting list.

- Changes in a family's circumstances while on the waiting list may affect the family's qualification for a particular bedroom size. When a family reports a change that affects their placement on a waiting list, the waiting list will be updated accordingly.

- If PHA is unable to reach a family based on the contact information provided, the family's application for housing assistance will be withdrawn from the waiting list(s).

5.10 Change in the Head of Household While on the Waiting List

If the original head of household changes (i.e. the HOH leaves the family or there is a switch in HOH) while the family is on the waiting list, the family must complete an update to the pre-application and identify the new head of household. PHA will allow the family to keep their initial date and time of application if the new head of household is the spouse or co-head identified in the initial pre-application. If the new head of household is anyone other than the spouse or co-head listed on the initial pre- application, the family must submit a new pre-application - if the waiting list is open and they will be given a new date and time of application. PHA may make exceptions to this policy and will evaluate exceptions on a case by case basis.

The head of household and/or co-head may not be removed from the application without each other's mutual consent. Both the head of household and co-head may add or remove household members from the application. If there is no agreement between the head of household and co-head regarding removal of one of their names from the application, PHA will determine who retains the pre-application based on policies in **5.11 Family Break-Up or Split Households While on the Waiting List**.

5.11 Family Break-Up or Split Households While on the Waiting List

When a family on the waiting list(s) breaks up into two otherwise eligible families, only one of the new families may retain the original pre-application date. Other former family members may submit a new pre-application with a new pre-application date, if the waiting list(s) is open.

In the absence of a judicial decision, or an agreement among the original family members, the original head of household will retain the pre-application date. Exceptions to the policy will be made on a case by case basis and may include consideration of the following factors:

- The interest of any minor children, including custody arrangements;

- The interest of any ill, elderly, or disabled family members;

- The interest of a family member who is the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave an assisted unit as a result of such actual or threatened abuse;

- Any possible risks to family members as a result of domestic violence, dating violence, stalking, sexual assault or criminal activity; and

- The recommendations of social service professionals.

5.12 Updating the Waiting List(s)

In order to have an adequate number of families on the waiting list(s), it is necessary to have current and updated waiting list(s). PHA will review the waiting list(s) on a regular basis to determine if an update and purge are necessary. If an update is needed, PHA will notify the families, at the time of the update, of the method and time frames to be used to update the waiting list. The family's response must be submitted in the time frame and format required by PHA.

Eligible applicants who respond timely and completely will be maintained on the waiting list(s). Applicants who do not respond timely and completely to any update request will be withdrawn (or purged) from the waiting list(s) without further notice

If a notice is returned by the post office, with no forwarding address, the applicant will be withdrawn from the waiting list. PHA will send a notice of withdrawal

If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated.

5.13 Removal from a Waiting List

If an applicant fails to respond, in the manner and time frame requested an attempt by PHA, the applicant may be withdrawn from the waiting list(s). When a family is withdrawn from the waiting list for failure to respond, no informal hearing will be offered. Such failures to act on the part of the applicant prevent PHA from making an eligibility determination; therefore no informal hearing is required.

PHA will withdraw applicants from the waiting list upon documented request from the applicant. Applicants may request removal/withdrawal from the waiting list on-line or in writing

If a family is removed from the waiting list(s) because PHA has determined the family is not eligible for admission, a notice will be sent to the family's address of record as well as to any alternate address provided on the pre-application or subsequent updates. The notice will state the reasons the family was removed from the waiting list(s) and will inform the family how to request an informal hearing regarding PHA's decision. Applicants who disagree with an action or inaction of PHA are entitled to an informal hearing if requested in a timely manner. See policies on **INFORMAL HEARINGS FOR APPLICANTS**.

Applicants removed/withdrawn from the waiting list(s) may reapply in one (1) year from the removal date.

Reasonable accommodations may be provided if the reason for removing an applicant is related to a disability.

5.14 Removal from a Waiting List After Being Housed

Once a family is housed in Public Housing, the family will be removed from all other scattered sites and conventional Public Housing waiting lists. However, a family may remain on the HCV and/or Tax Credit Site waiting lists. PHA may require that the family sign an agreement whereby the family acknowledges that their name will be removed from all other scattered site and conventional PH waiting lists and they will not be eligible for selection from the HCV and/or Tax Credit Site waiting lists until the initial lease term has been completed

Additionally, the family will be subject to all applicable program screening and eligibility requirements. Applicants, as a reasonable accommodation, may request that their name remain on waiting lists once housed, and PHA, on a case- by case basis, will review these requests in order to accommodate the needs of a person with disabilities.

5.15 Applicants who are Current HCV Clients

Once a family is leased under PHA's HCV Program, the family may remain on PHA's waiting lists for Tax Credit and Public Housing sites; however, the family is not eligible for selection from the PH or Tax Credit waiting lists until the HCV initial lease term has been completed. If the family's name comes to the top of the Tax Credit or Public Housing waiting lists prior to completion of the HCV initial lease term, the family will be skipped; however, they will retain their position on the waiting list. The family will be selected from the Tax Credit or Public Housing site waiting list when they have completed their initial lease term and their name comes to the top of a PH or Tax Credit waiting list.

5.16 Reinstatement to a Waiting List

If a family is withdrawn from a waiting list(s) for failure to respond to PHA's attempt to contact the family by mail, PHA Management may reinstate the family at its former position if it is determined that the lack of response was due to PHA error, or to circumstances beyond the family's control. To be considered for reinstatement at their former position, the applicant must contact PHA within one (1) year of being withdrawn from the applicable list.

5.17 PHA Waiting Lists

PHA's waiting lists are managed by the Central Admissions Office. PHA maintains waiting lists as follows ;

- 1st Available Unit (1st Available): Applicants choosing not to apply at specific developments may choose to be offered the first available unit regardless of the development.

- Site-Based Waiting List (SBWL): Each PHA Public Housing development has a waiting list. Pre-Applicants may choose up to five (5) developments where they would prefer to live. Applicants will only be listed at developments that have the bedroom size for which the family is authorized to occupy based on family composition. Applicant and tenant families verified as requiring units with accessible features may apply to a SBWL(s) in lieu of the ADA/504 waiting list. Applicants cannot be on a SBWL and the 1st Available Unit waiting list.

- Referral Program (Special Programs): Applicants are referred directly to PHA under Special Programs or Allocations.

- ADA/504 Waiting List: Applicant and tenant families verified as requiring units with accessible features are referred to the 1st available unit that meets their needs. For detail about the unit offer process for accessible units, see the Centralized Tracking and Occupancy System section of this ACOP.

5.18 Establishing and Maintaining Site-Based Waiting Lists

Applicants will be given the option to enter their names on up to five (5) SBWLs if they choose not to select the 1st Available option. Applicants cannot be listed on the 1st Available Unit waiting list and site lists at the same time.

An applicant may change their listing on SBWLs once a year; however, the applicant will not retain their date and time of application when changing lists. The applicant will be assigned a new date and time of application for the new sites selected but will retain their date and time of application for those sites selections which are not changed

When an applicant requests a change to his/her site selection and the waiting list for the selected site is closed, PHA will allow an applicant already on the waiting list to select the site with the closed waiting list; however, the date and time of application for the new site will reflect the date of the change.

If an applicant requests a change from SBWL to the 1st Available Unit waiting list or from the 1st Available Unit waiting list to SBWL, PHA will allow the change; however, the applicant will be assigned a new date and time of application for the new waiting list selections.

PHA will maintain SBWLs for each Public Housing development type in the agency inventory including Family Developments and Senior (Older Adult) Designated

5.19 Order of Selection

Families will be selected from the waiting list based on the targeted funding, special housing initiatives, special preferences for which they qualify, income targeting requirements, and date and time of application. See the Special Programs and Allocations chapter of this ACOP for further discussion.

When selecting applicants from the waiting list for screening or from the Ready Pool for assignment of units, PHA will match the characteristics of the unit anticipated to be available (unit size, accessibility features, housing designation, and unit type) to the applicants on the waiting list/in the Ready Pool. PHA will offer the unit to the highest ranking applicant who qualifies for that unit size or type, or who requires the accessibility features.

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

- **1st Available Unit Option**: An applicant with an application date earlier than an applicant on a SBWL at a development with an available unit will be selected from the waiting list for the unit at that property. For example, an applicant with an application date of March 1, 2007 who has selected the "1st Available Unit Option" will be selected from the waiting list before any applicant on the SBWL with an application date and time after March 1, 2007 (this assumes that the selection is for the appropriate bedroom size and any other relevant unit features).

- **Site-Based Waiting Lists**: An applicant who has applied to be placed on the waiting lists at multiple developments will be selected from those respective lists by date and time of application. This only holds true if there are no applicants on the 1st Available waiting list who have an earlier application date and time than the applicant on the top of a SBWL (this assumes that the selection is for the appropriate bedroom size and any other relevant unit features).

Once an applicant is selected from a SBWL for screening, the applicant's name will remain on the waiting list(s) of other sites for which the applicant has applied until the applicant accepts a unit.

See **7.14 Unit Offers** for policy related to unit offers.

5.20 Preferences

PHA has established admission preferences for designated individuals as dictated by the needs of the

eligible population and PHA objectives. PHA admission preferences can be found in **CHAPTER 20: SPECIAL PROGRAMS AND ALLOCATIONS**.

PHA may consider establishment of new preferences that incorporate employment, educational, and/or job training requirements as a condition of occupancy for designated newly rehabilitated and/or constructed units. Seniors and people with disabilities will be exempt from employment requirements, if applicable. The policy will include provisions to address residents with temporary disabilities and/or temporary loss of employment. PHA may modify its Admissions and Continued Occupancy Policy in FY 2017, subject to Board approval, to reflect these new preferences. To the extent that any such modifications require MTW authority, PHA will establish appropriate MTW activities for HUD approval in future Plans.

5.21 Income Targeting MTW

MTW Policy

PHA shall:

- Ensure that at least 75 percent of the families assisted are very low-income families, as defined in section 3(b)(2) of the 1937 Act,
- Assist substantially the same total number of eligible low-income families under MTW, as would have been served absent the demonstration, and
- Maintain a comparable mix of families by family size, as would have been served or assisted had the amounts not been used under MTW.

5.22 Targeted Funding

When HUD awards special funding for certain family types, families who qualify are placed on the waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

5.23 Designated Housing

Senior (Elderly) Only Unit/Developments: Elderly families will receive a priority in admission to units or buildings designated as elderly. No other families may be admitted to elderly designated properties. Only elderly families will be allowed to place their names on the Senior Only SBWLs.

5.24 Special Housing Initiatives (SHI)

PHA may develop special housing initiatives that receive limited local preference through PHA Board approval. These special initiatives are targeted for specifically named families and may be based on PHA and community priorities or HUD targeted funding. In addition, SHIs may include a defined number of PH units that will be allocated to families meeting specific described criteria. Examples of special housing initiatives include Blueprint to End Homelessness, The Second Chance Program, Nursing Home Transition Initiative and the Development Program Relocation Special Housing Initiative. See ACOP chapter on Special Programs and Allocations for more detail.

Generally, applicants for SHIs are referred to PHA. When referred to PHA, these families may have already been determined eligible based on the referring organizations criteria. However, these families must meet PHA income and other eligibility requirements in order to be housed. In establishing special housing

initiatives, PHA will determine the priority given to special housing initiative applicants, including if appropriate, the ratio of admissions of standard applicants to special initiatives applicants.

5.25 Deconcentration of Poverty and Income-Mixing

PHA has implemented a number of initiatives that, while the primary purpose is not deconcentration, collectively represent a comprehensive deconcentration policy focused on self-sufficiency and strengthening neighborhoods:

- Raising the incomes of families already living in Public Housing by offering and/or coordinating career training and increasing employment options through work with Community Partners;
- Attracting a greater mix of incomes through expanded and integrated community policing and lease enforcement efforts;
- Improving conditions in developments and communities where PHA housing exists; and
- Integrating homeownership and rental units using tax credit financing.

5.26 Notification of Selection

PHA will notify the family by first class mail when it is selected from the waiting list.

The notice will inform the family of the following:

- Date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview;
- Who is required to attend the eligibility interview; and
- Documents that must be provided at the interview.

5.27 Final Eligibility Determination

See **CHAPTER 4: ELIGIBILITY** for policies on screening and eligibility.

CHAPTER 6: RENTAL ASSISTANCE DEMONSTRATION POLICIES

6.1 Overview

Under the Rental Assistance Demonstration Program (RAD), subject to HUD approval, PHA may convert existing PH developments, including scattered site developments, to long-term, project-based Section 8 rental assistance contracts. In developing plans for RAD conversions, PHA will comply with all applicable HUD requirements, including those contained in the PIH Notice 2012-32, Rev-2 ("HUD RAD Notice"): dated June 15, 2015, Housing Notice H 2014-09 and PIH Notice 2014-7 dated July 14, 2014 ("RAD Relocation Notices") and any successor notices.

6.2 Public Housing Households Right to Return

Households living in PH developments have a right to return post conversion as defined in the HUD RAD Notice and HUD Relocation Notice. Any family that may need to temporarily be relocated to facilitate rehabilitation or construction has a right to return to an assisted unit at the covered project once rehabilitation or construction is completed. Permanent involuntary displacement of tenants may not occur as a result of a project's conversion of assistance, including, but not limited to, as a result of a change in bedroom distribution, a de minimis reduction of units, the reconfiguration of efficiency apartments, or the repurposing of dwelling units in order to facilitate social service delivery.

6.3 Policies for Tenants of RAD Converted Developments

Upon completion of conversion to RAD, tenants of the converted development are considered participants in the HCV program and are no longer considered PH tenants. PHA has developed policies that apply to tenants of developments that have been converted to RAD. Such policies can be found in PHA's Housing Choice Voucher Program Administrative Plan.

6.4 Waiting Lists

When a public housing development for which PHA maintains a Site Based Waiting List (SBWL) is converted under RAD to Project Based (PB) Assistance, PHA will transition the existing PH SBWL to a PB SBWL. Applicants will retain their date and time of application and PHA will provide notification to said applicants. After the initial waiting list has been established, PHA shall administer its waiting list for the converted project in accordance with the policies in its Administrative Plan.

When PHA converts a new or existing PH development under RAD which does not have an existing SBWL, PHA will establish a waiting list and will follow the policies in its Administrative Plan regarding establishing and administering the waiting list.

6.5 Transfers to and from PH and RAD Developments

Prior to the date of conversion, tenants who voluntarily elect not to return to the development following conversion to RAD and who wish to remain PH tenants will be given a preference for a transfer to another PH development. See policies in **15.10 Rental Assistance Demonstration (RAD) Transfers.**

6.6 Transfer of Assistance

PHA will follow the HUD requirements in the HUD RAD Notice, RAD Relocation Notice and all successor Notices regarding program relocation assistance requirements when planning for and implementing tenant moves as a result of RAD conversions of PH properties. PHA will follow the related requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as they relate to public housing conversions under RAD.

Where the transfer of assistance to a new site is warranted and approved, tenants of the converting project will have the right to reside in an assisted united at the new site once rehabilitation or construction is complete. Where a new site is warranted, PHA will advertise and open a waiting list consistent with the policies in its Administrative Plan.

6.7 Grievance Procedures

Lease termination at conversion is not an adverse action. 24 CFR 966.4(e) (8) (i) classifies lease terminations as adverse actions for which a tenant can seek a hearing under the PHA's grievance procedure. Public housing lease terminations that occur as part of a RAD conversion do not qualify as an adverse action, provided that the tenants are provided with a notice of termination in accordance with 24 CFR 966.4(l) (3) as well as information on when and how they will receive their new Section 8 lease, which must be effective the same date the HAP contract becomes effective. Grievance procedure requirements do not apply to these lease terminations.

6.8 Family Self-Sufficiency

Public Housing residents that are current FSS participants will continue to be eligible for FSS once their housing is converted under RAD. See **CHAPTER 22: MTW FAMILY SELF-SUFFICIENCY** for specific FSS program policies.

CHAPTER 7: OCCUPANCY STANDARDS AND UNIT OFFERS

7.1 Overview

Occupancy standards are established by PHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. Occupancy standards describe the methodology and factors PHA will use to determine the size unit for which a family qualifies, and includes the identification of the minimum and maximum number of household members for each unit size. Also described are circumstances under which an exception to the occupancy standards may be approved.

7.2 Minimum and Maximum Persons in a Unit

This table below provides general occupancy standard guidelines. This table must be used in conjunction with the narrative policies included in the Occupancy Guidelines portion of the ACOP. For example a 4 person family consisting of a head of household, her 5 year old daughter, her six year old son and 3 year old son would not necessarily be provided with a 4 BR unit or a 2 BR unit as referenced in the table below. When you factor in the policies on Determining Unit Size this household would be eligible for a 3 BR unit – one for the head of household, one for the daughter and one for the two sons.

Number of Bedrooms	Min. Persons/Unit	Max. Persons/Unit
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8
5 BR	5	10
6 BR	6	12

PHA will follow HUD's maximum HQS space standards in determining exceptions to the maximum allowable persons in a unit.

7.3 Determining Family Unit Size

The following principles govern the size of the unit for which a family will qualify. PHA will assign the appropriate bedroom size based on PHA Occupancy Guidelines when necessary to avoid problems that arise when applicant choices indicated on pre-applications and updates are not in keeping with the guidelines.

PHA will apply occupancy standards consistent with the stated gender provided by the tenant. PHA may make exceptions to this occupancy standard policy where cases of gender identity and other household members are concerned. Exceptions will be made on a case by case basis.

Units will be assigned so that:

- Two (2) persons per bedroom will be the standard for the unit a family may be offered;
- Two children of the opposite sex will not be required to share a bedroom; however, they may share a bedroom at the family's request;

- Two children of the same sex share a bedroom regardless of age;

- An adult and a child of the same sex who are not more than 10 years apart in age will be required to share a bedroom. For example a 25 year old female adult would have to share a bedroom with a 16 year old female child.

- Two adults of the same sex, other than same sex couples in an inter-dependent relationship or domestic partnership, who are more than 10 years apart, are not required to share a bedroom; however, they may share a bedroom at the family's request.

- A husband and wife will be allocated one bedroom;

- A same or opposite sex couple that has an interdependent relationship or domestic partnership will be allocated one bedroom;

- An SRO will only be assigned to a one person household;

- A family that consists of a pregnant woman (with no other persons) will be treated as a two-person family; however the family will be offered a 1 BR unit.

- PHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care or in the custody of the Dept. of Human Services as long as the family can document that the child will be living with the family.

- A live-in attendant may be assigned his/her own bedroom. Single elderly or disabled clients with live-in attendants will be assigned two bedroom units.

- PHA will allow family members of live-in aides to reside in the unit provided the addition of such family members does not produce an under-housed situation as determined by PHA occupancy standards. For example if a live-in aide has a daughter, the live in aide's daughter may reside in the unit, provided the daughter shares the bedroom with her mother or another household member.

- Children specified in joint custody agreements will be considered family members if the agreement specifies that they live with the parent for 50% or more of the time (at least 183 days a year) PHA will require verification of the custody agreement which may include school records and or court orders. When more than one applicant or client family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or recertification will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

- Space may be provided for a family member who is away at school but who lives with the family during school recesses. See policies in **7.8 Absent Students**.

- Unless a live-in aide resides with the family, the family unit size for any family consisting of a single person must be a one bedroom.

- At the discretion of PHA, a household member may be assigned a separate bedroom if required for documented medical reasons.

- To prevent vacancies, PHA may provide an applicant family with a unit that is one bedroom larger than the occupancy standards permit. However, in these cases the family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is an appropriate size unit available for the family to transfer.

Examples of family composition and occupancy guidelines are included on the table below.

Examples Using Occupancy Standard Guidelines	1BR	2BR	3BR	4BR	5BR
Single person	X				
Husband and wife or same sex couple in an interdependent relationship or domestic partnership	X				
Male HOH age 30 and male child age 5		X			
Female HOH age 29, other female adult age 23, female child age 17		X			
Single female HOH, live-in aide, male 5 year old child of the live-in aide		X			
Female HOH age 35 and female partner age 20 in an interdependent relationship	X				
Female HOH age 69, female adult age 65, female adult age 33		X			
Female HOH aged 31, other female adult age 23, female child age 6, male child age 8			X		
Single parent, two children of the opposite sex			X		
Male HOH, female 59 year old, 28 year old female adult, female age 15				X	
Husband and Wife, adult daughter age 23 and minor female child age 15		X			
Domestic partners, one son 12, one daughter 5, two sons 3				X	

7.4 Changes to Occupancy Guidelines

PHA will not apply changes to occupancy standards to existing families unless and until there is a change in family composition or the family moves to a new unit. For example, if a family qualifies and leases a 4 BR unit at initial occupancy and PHA later changes their occupancy standards thus qualifying the family for a 3 BR unit, PHA will not require the family to move to a three bedroom unit unless and until their family composition changes or they are transferred to another unit.

7.5 Exceptions to Occupancy Guidelines

PHA will grant exceptions to occupancy guidelines in cases where it is the family's request or PHA determines the exceptions are justified by the relationships, age, sex, health or disability of family members, or other individual circumstances, and whether there is a vacant unit available. When evaluating exception requests, PHA will consider the size and configuration of the unit. PHA will not grant an exception that is in violation of local housing or occupancy codes, regulations or laws.

PHA may require the head of household's signature on a lease amendment acknowledging and agreeing with the approved guideline exception.

7.6 Processing of Exceptions

All requests for exceptions to the occupancy guidelines must be submitted in writing.

In the case of a request for exception as a reasonable accommodation, PHA will ask the tenant to make the request in writing using a reasonable accommodation request form. However, PHA will consider the

exception request any time the tenant indicates that an accommodation is needed whether or not a formal written request is submitted.

Requests for a larger size unit must explain the need or justification for the larger size unit, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source.

PHA will promptly notify the family, in writing, of its decision.

7.7 Temporarily and Permanently Absent Family Members

An individual who is or is expected to be absent from the assisted apartment for 183 or less cumulative days per calendar year is considered temporarily absent and continues to be considered a family member. PHA will require that temporarily absent family members complete and submit required recertification documents on a timely basis. An individual who is or is expected to be absent from the assisted apartment for more than 183 total days per calendar year is considered permanently absent and is no longer a family member. Exceptions to this policy are reviewed on a case by case basis and may be assigned to the Office of Audit and Compliance (OAC) Investigations Unit.

7.8 Absent Students

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

7.9 Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care are considered members of the family. If a child has been placed in foster care, PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member for occupancy standards.

7.10 Absent Adults due to Employment

An adult family member absent from the apartment more than 183 cumulative days per calendar year due to employment or active military service will continue to be considered a family member provided that their income is included in the calculation of family income (excludes hostile fire income). Families will be required to provide proof of employment

See policies in **12.25 Military Families – Absence from the Unit & Continued Occupancy** in the chapter on Continued Occupancy for additional policies related to absence of military personnel due to active duty.

7.11 Individuals Confined for Medical Reasons

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

If there is a question about the status of a family member, PHA will request verification from a responsible

medical professional. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

7.12 Absent Family

If all family members are absent from a unit for more than 183 total days per calendar year, PHA will take action to terminate the lease.

7.13 Return of Permanently Absent Family Member

The family must request PHA approval for the return of any adult family members that PHA previously determined to be permanently absent. The individual is subject to PHA's eligibility and screening requirements and PHA policies on changes in household composition.

7.14 Unit Offers

PHA will assign eligible applicants to dwelling units in accordance with a plan that is consistent with civil rights and nondiscrimination. PHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection. Generally, if a family rejects a unit assignment, their application for housing assistance will be withdrawn from the waiting list(s). Applicants withdrawn from a waiting list(s) are not allowed to reapply for housing assistance for one (1) year from the date of removal.

The following programs/individuals will be allowed to reject up to 2 units without good cause before the family is removed from the waiting list:

- Nursing Home Transition
- Families offered units based upon an approved reasonable accommodations
- Families being offered a unit based on Emergency Public Safety

An applicant must accept a unit within three business days from the date the unit offer is communicated. Once an applicant has accepted a unit, the applicant must sign a lease with an effective date that is no more than five (5) business days from the date of unit acceptable. Exceptions to this policy will be made on a case by case basis.

If an applicant provides verifiable "good cause" for refusing a unit, the refusal will not count toward the limit on unit refusal. Applicants have 5 business days to provide proof of a "good cause" refusal.

Families are assigned to an available unit based on the family needs (bedroom size and unit type). When a unit becomes available at a development, the next eligible applicant with the earliest application date/time (SBWL or 1st Available Unit waiting list) is offered the unit.

7.15 Order of Unit Offers—Non-Accessible Units

When a non-accessible unit becomes available for occupancy, unit offers will be made, according to the established ratio of new admissions to transfers. PHA will match the characteristics of the unit anticipated to be available to the applicants on the waiting list/Ready Pool. Offers are made to the highest ranking applicant who qualifies for the unit size and type. Transfers, except for accessible unit transfers, are offered available units based on the ratio of new admissions to transfers. See **Order of Processing Transfers** for PHA policy on new admission to transfer ratio.

Unit offers for new admissions are made according to the following hierarchy:

New Admissions

1. Priority Admissions (Special Preference)
2. Nursing Home Transition Initiative (NHTI) (Special program referral)
3. Good Neighbors Make Good Neighborhoods (Special Program referral)
4. Site-based Waiting List/1st Available Unit Waiting List

For priority order for transfers, see **CHAPTER 15: TRANSFER POLICY**.

7.16 Accessible Unit Offers

When an accessible unit in the PHA inventory is available, PHA shall offer such units as outlined in the Centralized Tracking System for Accessible Units. The unit offers for accessible units are not subject to the new admission/transfer ratio. See policies in **21.13 Offers of Accessible Units to New Applicants.**

PHA inventory is defined as:

- Conventional and scattered site Public Housing owned and managed by PHA; and
- PHA mixed finance Public Housing units managed by Alternative Management Entities (AME).

7.17 Good Cause for Unit Refusal

Applicants/Tenants may refuse to accept a unit offer for "good cause." If a good cause for refusal is verified by PHA, applicants/tenants may retain their waiting list position. There are 2 types of good cause:

- Situations in which an applicant is willing to move but is unable to do so at the time of the unit offer (e.g. the applicant is in the hospital or is serving on a sequestered jury);
- Situation in which the applicant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant's race, color, national origin, etc.

Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption

"Ready for move-in" means the unit has no Uniform Physical Condition Standard (UPCS) deficiencies. If an applicant refuses a unit because it is not ready for move-in, the applicant should be offered the next unit that is ready for move-in.

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

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

  The family demonstrates to PHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family must offer specific and compelling documentation consistent with documentation requirements found in **3.8.6 Victim Documentation**. Families refusing a unit offer under VAWA on the basis that the proposed unit is not safe per 24 CFR §5.2005(e) (1)(iii) must also offer documentation consistent with **3.8.6 Victim Documentation**.

- A health professional verifies temporary hospitalization or recovery from illness of the principal

household member, other household members (as listed on the final application) or live-in aide necessary to the care of one of the household members;

- 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 a 30-day notice to move;

- An elderly family may decline an offer for designated housing. Such a refusal must not adversely affect the family's position on or placement on the PH waiting list. Under Site-based Waiting Lists, this will no longer be considered a good cause for refusing a unit.

PHA will require documentation of good cause for unit refusals. PHA will verify all claims of good cause.

In the case of a unit refusal for verified good cause, the applicant will not be withdrawn from the Waiting List.

7.18 Unit Refusal without Good Cause

When an applicant rejects the final unit offer without good cause, PHA will withdraw the applicant's name from all conventional and scattered site Public Housing waiting lists and send notice to the family of such removal. ~~The notice will inform the family of their right to request an informal hearing and the process for doing so. See policies on **INFORMAL HEARINGS FOR APPLICANTS**.~~

The applicant may reapply for assistance one (1) year after their removal if the waiting list(s) is open. If the waiting list(s) is not open, the applicant must wait to reapply until PHA opens the waiting list(s).

CHAPTER 8: INCOME AND ADJUSTED INCOME

8.1 Overview

A family's income determines eligibility for assistance and is also used to calculate the family's rent payment. PHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under this policy and the MTW Agreement. Once annual income has been established PHA will subtract from annual income deductions for which a family qualifies in order to determine adjusted income.

8.2 Annual Income Includes

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 recertification effective date. What this means is that if two family members are not married and one provides the other with child support, the child support income is not counted since the source of the income is from an individual who is inside the "family"; and

- Which are not specifically excluded under 5.609 and the MTW Plan where applicable;

- Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access, except where otherwise excluded under MTW.

Annual income includes but is not limited to:

- The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services; Include employment income of an emancipated minor if the emancipated minor is the head of household, co-head or spouse.

- 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 the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business. 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;

- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property **(For MTW programs, see MTW policy on Asset Income);**

    - If the family has Net Family Assets less than $5,000, Annual Income shall include the actual income from those assets;

- If the Family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook saving's rate.

- The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts (See Income Exclusions for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits);
  - If a PH family member is a payee for someone who is **not** a member of the PH family, PHA will **not** include the payments in the calculation of annual income
  - If someone outside the PH family is a payee for one of the PH family members, PHA will include the payments in the calculation of annual income.

- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (See Income Exclusions concerning treatment of lump-sum additions as family assets);

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

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

- Imputed Welfare Income: Such amounts that involve a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, because of fraud by a family member in connection with the welfare program or because of welfare agency sanction against a family member for non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program shall be included in annual income. This limitation does not apply to the loss of welfare benefits resulting from the expiration of a lifetime limit on benefits or a durational time limit on benefits;

- All regular payments to the head of the household for support of a minor, or payments nominally to a minor for his support, but controlled for his benefit by the head of the household or a client family member other than the head, who is responsible for his support;

- All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.), received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit; and

8.3 Annual Income Exclusions

Annual Income does not include the following:

- Income from the employment of children (including foster children) under the age of 18 years;

- Income from the employment of an emancipated minor if the emancipated minor is not the head of household, co-head or spouse;

- Payments received for the care of foster children or foster adults; (usually individuals with disabilities, unrelated to the client family, who are unable to live alone);

- Kinship and other similar state guardianship care payments. Kinship care, Kin-GAP, and similar programs funded by states serve as an alternative to foster care placements. The compensation to participating relatives or legal guardians is comparable to the compensation to foster care parents. Payments for the care of foster children (including foster adults) are exempt from income.

- Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (see above if the payments are or will be periodic in nature). See section below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits;

- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

- The home purchased through PHA's homeownership program from being counted as an asset for the first ten years after the closing date

- Income of a live-in aide, provided the person meets the definition of a live-in aide;

- Except for the financial assistance that is included in annual income, the full amount of student financial assistance paid directly to the student or the educational institution is excluded;

- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

- Certain amounts received that are related to participation in the following programs:

    - Amounts received under HUD funded training programs (i.e., Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);

    - Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

    - Amounts received by a client in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;

    - A client services stipend. A client services stipend is a modest amount (not to exceed $200/month) received by a Public Housing client for performing a service for PHA, on a part-time basis, that enhances the quality of life in Public Housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and client initiatives coordination. No client may receive more than one such stipend during the same period of time; and

    - Incremental earnings and/or benefits to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as client management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by PHA;

- Temporary, non-recurring, or sporadic income (including gifts);

- Reparation payments paid by foreign governments pursuant to claims filed under the laws of that

government by persons who were persecuted during the Nazi era;

- Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of the household and spouse); (unearned income of adult full time students , i.e. SS, SSI, CS & DPA is counted) **(For MTW programs, see MTW policy on Full Time Student Income Exclusion)**

- Adoption assistance payments in excess of $480 per adopted child;

- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

- Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling apartment;

- Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and

- Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. A list of these is included as **Appendix F: FEDERALLY MANDATED INCOME EXCLUSIONS**.

8.4 Full Time Student Income Exclusion

Non-MTW Policy: Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household, co-head and spouse will be excluded.

MTW Policy

Upon HUD approval, using its MTW authority, PHA will exclude all adult, full-time student **earned** income, excluding the head of household, co-head or spouse. PHA will not verify adult full-time student income as 100% of the earned income is excluded.

8.5 Asset Income

There are two terms that are important in calculating asset income – market value and cash value.

Market value is the face value of an asset. For example, the value of a Certificate of Deposit.

The “cash value” of an asset is the market value less reasonable expenses that would be incurred in selling or converting the asset to cash, such as the following:

- Penalties for premature withdrawal;

- Broker and legal fees; and

- Settlement costs for real estate transactions.

Non-MTW Policy:
If the total Cash Value of a family’s assets is $5,000 or less, annual income shall include the actual income from those assets;

If the total Cash Value of a family’s assets is in excess of $5,000, annual income shall include the

greater of the actual income derived from all family assets or a percentage of the value of such assets based on PHA's current passbook saving's rate.

MTW Policy

Upon HUD approval, using its MTW authority, PHA will exclude the income from assets where the market value of the family's combined assets is equal to or less than $50,000. Where the market value of the asset is greater than $50,000, PHA will use the market value of the asset multiplied by PHA's established passbook saving's rate to determine income. For example, if the families combined market value of their assets is $75,000 and the passbook saving's rate is 1% the imputed income from assets is $750.

8.6 Passbook Saving's Rate

PHA will establish a passbook rate within 75 basis points (plus or minus .75 percent) of the Savings National Rate in effect at the time PHA establishes the passbook rate. The passbook rate may not be less than 0 percent. PHA will apply this policy to calculate asset income for applicants and clients. For example, if the published FDIC Savings National Rate is .12% PHA might add 75 basis points (.75 percent) for a passbook saving's rate of .87%.

8.7 Income of Foster Children and Foster Adults

- Earned income of foster children is excluded from annual income.
- Earned income of foster adults is included in annual income.
- 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) is excluded from annual income.
- All other income received on behalf of a foster child or foster adult is included in annual income. For example, if a foster adult receives SSI payments those payments are included in annual income.

8.8 Temporary and Sporadic Income

Temporary and sporadic income are excluded from the calculation of annual income. See **12.21.2 Temporary and Sporadic Income** for interim recertification policies related to temporary and sporadic income.

Example
Daniel works occasionally as a handyman. He claims to have worked only a couple of times last year and he has no documentation to support this claim. His earnings are neither reliable (he cannot depend on them) nor periodic (they do not recur at regular intervals), thus Daniel's handyman earnings are not included in annual income. If Daniel is the sole family member and has no other sources of income or benefits, he would fall under the zero income verification and recertification requirements.

8.9 Seasonal Income

People in some occupations regularly work less than 12 months per year, i.e., school employees, agricultural workers and construction workers. To determine annual income for individuals who have

seasonal income, PHA will use past actual income received or earned within the last 12 months of the determination date. Therefore, interim recertifications will not be completed when circumstances change. Documentation may include, but is not limited to UIV, EIV, W-2 forms and tax returns.

Example
Mary is a teacher with the ABC school district, earning $2,000 per month. She works for nine months a year. At the time of her regular recertification Mary is not working. PHA runs an EIV income report which has the actual income earned for the prior year. The EIV income report shows income of $24,053 for the prior year. Mary received $20,000 for her job as a teacher and collected $4,053 in unemployment the prior year. PHA would use $24,053 as her income for the upcoming certification.

8.10 Earned Income Disallowance

MTW Policy

PHA has eliminated the Earned Income Disallowance at CFR 24 5.609. Subject to HUD approval, using its MTW authority, PHA may establish income disregards for increases in earned income for participants in certain PHA sponsored or approved self-sufficiency training and/or employment programs including income generated from a resident owned business.

8.11 Anticipating Annual Income

PHA will calculate anticipated annual income by adding the income the family expects to receive during the 12-month period following the family's admission or regular recertification effective date. Accordingly, annual income is calculated by projecting current income forward for a 12-month period.

8.12 Known Changes in Income

If PHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

Example: An employer reports that a full-time employee who has been receiving $6/hour will begin to receive $6.25/hour in the eighth week after the effective date of the recertification. In such a case PHA would calculate annual income as follows: ($6/hour × 40 hours × 7 weeks) + ($6.25/hr. × 40 hours × 45 weeks = $1,680.00 + $11,250.00 = $12,930.00).

8.13 Temporarily Absent Family Members and Income

The income of family members approved to live in the apartment will be counted, even if the family member is temporarily absent from the apartment. See policies in **7.7 Temporarily and Permanently Absent Family Members.**

8.14 Adjusted Income

Adjusted income is calculated by subtracting allowable deductions and allowances from annual income.

MTW Policy

Adjusted income is calculated by subtracting MTW deductions from annual income.

8.14.1 Working Family Deduction

Non- MTW Policy:
There is no working family deduction for Non-MTW programs.

MTW Policy

PHA will apply a $500 working family deduction for families with one or more adult members employed full or part time (at least twenty hours per week). Full time adult students (other than the head of household, co-head or spouse) and minors who work more than 20 hours per week are not eligible for the working family deduction. Only one working family deduction of $500 per year is applied to each family.

8.14.2 Dependent Deduction

Non-MTW Policy: A deduction of $480 is taken for each dependent. Dependent is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents.

MTW Policy

Under MTW, there is no dependent deduction

8.14.3 Elderly or Disabled Family Deduction

Non-MTW Policy: A single deduction of $400 is taken for any elderly or disabled family.

MTW Policy

Under MTW, there is no deduction for elderly or disabled households.

8.14.4 Health Insurance Premium Deduction

For Non-MTW Programs, see Non-MTW Policy under Medical Expense Deduction

MTW Policy

PHA will deduct the full Medicare, Medicaid and/or other health insurance premiums for families where the head of household, co-head and/or spouse are either elderly or disabled. Other health insurance premiums include dental and vision care insurance.

8.14.5 Medical Expense Deduction

MTW Policy

Other than the health insurance premium deduction above, there are no additional medical expense deductions for elderly/disabled MTW families.

Non-MTW Policy:
Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is elderly or disabled. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted.

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

The most current IRS Publication 502, Medical and Dental Expenses, will be used to determine the costs that qualify as medical expenses. Over-the-counter products will not be eligible for deductions as medical expenses unless they are accompanied by a doctor's prescription.

Summary of Allowable Medical Expenses from IRS Publication 502	
• Services of medical professionals • Surgery and medical procedures that are necessary, legal, non-cosmetic • Services of medical facilities • Hospitalization, long-term care, and in-home nursing services • Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor • Improvements to housing directly related to medical needs (i.e., ramps for a wheel chair, handrails)	• Substance abuse treatment programs • Psychiatric treatment • Ambulance services and some costs of transportation related to medical expenses • The cost and care of necessary equipment related to a medical condition (i.e., eyeglasses/lenses, hearing aids, crutches, and artificial teeth) • Cost and continuing care of necessary service animals • Medical insurance premiums or the cost of a health maintenance organization (HMO)
Note: This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.	

8.14.6 Disability Assistance Expense Deduction

MTW Policy

Under MTW, there is no disability expense deduction.

Non-MTW Policy:
Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they:

- Are necessary to enable a family member 18 years or older to work;
- Are not paid to a family member or reimbursed by an outside source;
- In combination with any medical expenses, exceed three percent of annual income; and

- Do not exceed the earned income received by the family member who is enabled to work.

Earned Income Limit on the Disability Assistance Expense Deduction
A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work.

The disability expense deduction is capped by the amount of "earned income received by family members who are 18 years of age or older and who are able to work" because of the expense. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

The family must identify the family member enabled to work as a result of the disability assistance expenses. In evaluating the family's request, PHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When PHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes.

Eligible Disability Expenses
Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (i.e., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

Eligible Attendant Care
The family identifies and PHA verifies the type of attendant care that is appropriate for the person with disabilities. Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

Disability Expense Payments to Family Members
No disability expenses may be deducted for payments to a member of a client family. However, expenses paid to a relative who is not a member of the client family may be deducted if they are not reimbursed by an outside source.

Necessary and Reasonable Expenses
The family identifies and PHA verifies the type of care or auxiliary apparatus to be provided. The family must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

8.14.7 Child Care Expense Deduction

MTW Policy

Under MTW, there is no deduction for unreimbursed child care expenses.

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

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household. However, child care expenses for foster children that are living in the assisted family's household are included when determining the family's child care expenses.

Determining Who Is Enabled to Pursue an Eligible Activity
The family must identify the family member(s) enabled to pursue an eligible activity. The term eligible activity in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family's request, PHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work
If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each recertification. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the child care expense being claimed.

Furthering Education
If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

Being Gainfully Employed
If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

Earned Income Limit on Child Care Expense Deduction
When a family member looks for work or furthers his or her education, there is no limit on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by the amount of employment income that is included in annual income. The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

When the person who is enabled to work is a person who receives the earned income disallowance (EID) or a full-time student whose earned income above $480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person's earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes $15,000 but because of the EID only $5,000 is included in annual income, child care expenses are limited to $5,000.

When the child care expense being claimed is to enable a family member to work, only one family member's

income will be considered at a time.

Eligible Child Care Expenses
The type of care to be provided is determined by the client family. PHA will not refuse to give a family the child care expense deduction because there is an adult family member in the family that may be available to provide child care.

Allowable Child Care Activities
For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (i.e., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family's apartment are not eligible; however, payments for child care to relatives who do not live in the apartment are eligible.

Necessary and Reasonable Costs
Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source. Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time.

To establish the reasonableness of child care costs, PHA will use the schedule of child care costs from the local welfare agency. Families may present, and PHA will consider, justification for costs that exceed typical costs in the area.

8.15 Rounding of Income and Deductions

Generally PHA will round to the nearest whole dollar at the annual calculation for each income/deduction source. .

PHA will round as follows for the following income and deductions:

- Social Security (SS) Income: When the SS benefit letter states that the monthly benefit is rounded down to the whole dollar, PHA will calculate annual income by using the **full monthly** (not rounded down) benefit before any deductions and round at the final annual calculation. The benefit letter is only to be used when EIV is not available or the tenant disputes EIV.

- Supplemental Security Income (SSI): The benefit for SSI is generally separated into two parts, the federal portion and the State portion. The income for each portion should be calculated by annualizing the total monthly federal and State portions. The resulting annual totals should be rounded to the nearest whole dollar.

- Applying the COLA to SS and SSI: When the EIV report does not yet contain the benefit for the upcoming year and where PHA is required to apply the COLA for the upcoming year, PHA will apply the COLA to the currently monthly benefit and will use the full monthly benefit to calculate income. For example if the current SS benefit is $560/month and the COLA is 1.7%, PHA would increase the monthly benefit of $560/month benefit by 1.7% to $569.52 and would then multiply $569.52 times 12 to get the annual income. The rounding would occur at the annual calculation $6,834.

CHAPTER 9: RENT

9.1 Overview of Income-based Rent Calculations

The first step in calculating income-based rent is to determine each family's total tenant payment (TTP). Then, if the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the tenant rent. If the TTP is less than the utility allowance, the result of this calculation is a negative number, and is called the Utility Allowance Payment, which may be paid to the family or directly to the utility company by PHA. See **9.10 Utility Allowance Payment (UAP)** for further information.

9.2 Total Tenant Payment

TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income;
- 10 percent of the family's monthly gross income; or
- PHA's minimum rent of $50

PHA may suspend and exempt families from minimum rent when a financial hardship exists.

MTW Policy

Using its MTW authority, PHA has established a program that will simplify the calculations and verification of income and rent share for MTW Program clients. The goal is to increase administrative efficiency and accuracy in rent calculation, encourage self-sufficiency for clients, reduce paperwork requirements of clients and minimize negative impacts on family rents during the implementation period. In addition the proposed rent program provides incentives for clients to obtain employment and creates a fair and equitable program for rent calculation.

Rent Simplification will not apply to tenants of Tax Credit units (PAPMC);

The Rent Simplification Program includes the following:

- Recertification of income once every 24 months (for families paying income-based rents) or 36 months for tenants paying ceiling rent and elderly/disabled families on fixed income;
- Limit to voluntary interim recertifications to one every six months (elderly/disabled households are exempt);
- Elimination of the requirement to report increases in income that occur between regularly scheduled recertifications;
- Retention of the requirement to report all family composition changes and additions to the family that add income to the family;
- Revision of the current system of utility allowances to encourage energy conservation, enrollment in utility companies' low-income, "cap" or similar program in which a tenant makes a fixed payment based upon income rather than consumption, and other utility cost savings;

- Calculation of client TTP as a percentage of monthly adjusted income using a tiered percentage based on family size. Foster children, foster adults and live-in aides are not counted in the household size when determining the percentage of monthly adjusted income for TTP

  Household Size 1-2 persons: Rent is 28% of adjusted monthly income
  Household Size 3-5 persons: Rent is 27% of adjusted monthly income
  Household Size 6+ persons: Rent is 26% of adjusted monthly income

- Existing income inclusions and exclusions required by Federal Legislation under 24 C.F.R. §5.609 – Annual Income will continue to be considered in calculating annual income, unless modified under MTW;

- Self-certification of assets and asset income when the value of the assets is $50,000 or below.

- Exclusion from annual income, asset income on the first $50,000 of assets.

- Calculation of asset income when the market value of assets is over $50,000 using the market value of the asset times the passbook saving's rate. Disposition costs will not be factored into this calculation.

- Exclusion of all earned income for adult full time students other than the head of household, co-head and spouse.

- Retention of a $50 minimum rent

- Establishment of a ceiling rent schedule

Elimination of all deductions under 24 C.F.R. §5.611 - Adjusted Income, except for:

- A $500 working family deduction per year for families with one or more members employed full time or part time, (at least twenty hours per week). Full time adult students (other than the HOH and spouse) and minors who work at least 20 hours per week are not eligible for the working family deduction; and

- The full Medicare/Medicaid/health, dental and/or vision insurance payments for elderly and disabled families;

For all of PHA's rent and utility allowance policies implemented pursuant to its MTW authority, PHA will consider exceptions to these policies on a case-by-case basis for families who can demonstrate a long term hardship that will result from application of the policies to them, or as a reasonable accommodation. To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the application of the rent or utility allowance policy to the family will affect the family.

9.3 Total Tenant Payment for Mixed Families

A mixed family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. PHA will prorate the assistance provided to a mixed family. PHA will first determine assistance as if all family members were eligible and then prorate the assistance according to the regulatory requirement. See policies on **Prorated Rent for Mixed Families.**

9.4 Total Tenant Payment: Over Income Families

The monthly rent for a family whose income exceeds 120% of the area median income for two consecutive years is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds, as determined by regulations.

9.5 Changes to Rent Simplification Approach

MTW Policy

PHA will make changes to the rent simplification approach or specific elements of the rent calculation system, and revise policies and procedures as required ensuring that the goals of administrative efficiency and overall fairness are maintained.

9.6 Minimum Rent

The minimum rent is set at $50. The Executive Director or his designee is authorized may evaluate the minimum rent policy, report to the Board any proposed changes, and make subsequent adjustments to the policy.

9.7 Minimum Rent Hardship Exemption

PHA will grant an exemption from the minimum rent if a family can document that they are unable to pay the minimum rent because of a long term hardship (over 90 days). The minimum rent hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption.

Situations under which clients would qualify for the minimum rent hardship exemption are limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- The family would be evicted as result of the imposition of the minimum rent requirements;
- The income of the family has decreased because of changed circumstances, including loss of employment;
- A death in the family has occurred. In order to qualify under this provision, a family must describe how the death has created a financial hardship (i.e., because of funeral-related expenses or the loss of the family member's income).

To qualify for a minimum rent hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent. PHA shall establish a committee to review cases of financial hardship from minimum rent.

9.7.1 Determination of Rent Hardship Exemption

When a family requests a minimum rent hardship exemption, PHA will suspend the minimum rent requirement beginning the first of the month following the family's request. PHA will then determine whether the financial hardship exists and whether the hardship is temporary or long-term.

PHA defines temporary hardship as a hardship expected to last 90 days or less. Long term hardship is defined as a hardship expected to last more than 90 days.

9.7.2 No Financial Hardship

If PHA determines there is no minimum rent financial hardship, PHA will reinstate the minimum rent and require the family to repay the amounts suspended.

PHA will require the family to repay the suspended amount within 30 calendar days of PHA's notice that a hardship exemption has not been granted.

9.7.3 Temporary Hardship

If PHA determines that a qualifying minimum rent financial hardship is temporary, PHA will not impose the minimum rent during the 90-day suspension period. At the end of the 90-day suspension period, PHA will reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption.

The family must resume payment of the minimum rent and must repay PHA the amounts suspended in accordance with PHA's repayment agreement policy.

9.7.4 Long-Term Hardship

If PHA determines that the minimum rent financial hardship is long-term, PHA will exempt the family from the minimum rent requirement for so long as the hardship continues. The minimum rent hardship exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the minimum rent financial hardship has been determined to be long-term, the family is not required to repay the minimum rent. Families approved for the exemption from minimum rent are required to re-verify every one hundred and twenty (120) days.

- The minimum rent hardship period ends when the family's calculated TTP is greater than the minimum rent.
- For minimum rent hardship conditions based on loss of income, the minimum rent hardship condition will continue to be recognized until new sources of income are received to enable the family to pay at least the minimum rent.
- When the minimum rent is suspended, the tenant rent reverts to the highest of the remaining components of the calculated TTP.

9.8 Ceiling Rent

PHA will establish ceiling rents based on the bedroom size of the unit. The schedule of ceiling rents will be updated annually.

PHA may revoke or raise ceiling rents at any time after giving reasonable notice to the affected tenants and may, at its discretion, apply the increases in phases to minimize the impact on tenants.

MTW Policy

PHA implemented PHFA 40% ceiling rents at conventional and scattered sites effective as of July 1,

2013. Ceiling rents will be updated annually to reflect the then-current 40% PHFA ceiling rents; however, if the PHFA 40% ceiling rent decreases, PHA will not decrease its ceiling rent. At PHA developments where tenants pay for some or all utilities, the applicable utility allowance may be applied to the ceiling rent, i.e. the ceiling rent amount may be offset by the applicable tenant-paid utility allowance amount. Ceiling renters will have full recertifications on a triennial basis. On the years between the full recertifications, PHA will conduct ceiling rent updates.

At the ceiling rent update, PHA will compare the family's income based rent from their last full recertification to the new ceiling rent. If the updated ceiling rent is below the income based rent, PHA will automatically apply the new ceiling rent. PHA will notify the family of the new ceiling rent and will provide the tenant with the option to switch to income based rent if the income based rent is lower than the new ceiling rent. If the family opts to switch to an income based rent, a full recertification will be completed and the family will switch to a biennial recertification frequency.

PHA may elect to phase-in rent increases to avoid serious financial hardship to tenants if necessary.

Ceiling rents for sites managed by PAPMC are set at the Pennsylvania Housing Finance Agency ceiling rent limits in effect for LIHTC properties.

9.9 Utility Allowances

Utility allowances are applied to families when the cost of utilities is not included in the rent, (see ceiling rent policies above for UAs and ceiling renters). Tenant will pay for all other utilities, related deposits and charges on Tenant's utility bills. All utilities must be turned on for the duration of the Tenant's Lease Agreement with PHA. Utilities not supplied by PHA must be in the name of the Head of Household or Co-Head of Household only. Failure to maintain active utility service, for all utilities, in the name of the Head of Household or Co-Head of Household will be considered a breach of the Lease.

When determining a family's utility allowance, PHA will use the utility allowance applicable to the type of dwelling unit leased by the family. In certain circumstances, i.e. legal directives, PHA will pay the utility allowance for tenant paid utilities directly to the utility provider. If, at the end of the year, there is a credit balance, the tenant may apply for a refund of the utility payments.

MTW Policy

Philadelphia Housing Authority (PHA) may adopt a policy whereby tenants who elect the ceiling rent option and/or tenants who have family incomes that are equal to or greater than 80% of the Area median income may no longer be eligible to receive a utility allowance from PHA. Residents will continue to be responsible for payment of utilities as described in the lease; however, PHA will no longer provide a utility allowance.

This policy will result in a change to tenants' rents that will take effect sixty days from the date of the notice. Implementation of utility allowance policies at scattered sites will be dependent on prior legal agreements.

9.10 Utility Allowance Payment (UAP)

Certain tenants residing in units with tenant-paid utilities are eligible for a utility allowance payment. The utility allowance payment is the amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment (TTP) for the family occupying the unit.

9.11 Utility Allowance Schedule Revisions

PHA will review its schedule of utility allowances periodically as stated in PHA's MTW Demonstration Agreement and Plan and set new utility allowances based upon consumption, rates, estimated or actual utility expenses of tenants, and/or other methodologies authorized in the MTW Plan. PHA also may adjust utility allowances for changes in HUD operating subsidy amounts received by PHA.

PHA will give notice to all tenants of proposed allowances and scheduled surcharges, and revisions thereof. The notice will be given in the manner provided in the lease and must:

- Be provided at least sixty (60) days before the proposed effective date of the allowances, scheduled surcharges, or revisions;
- Notify tenants of the place where PHA's documentation on which allowances and surcharges are based is available for inspection; and
- Provide all tenants an opportunity to submit written comments during a period expiring not less than thirty (30) days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

Adjustments to tenant payments as a result of changes in utility rates shall be retroactive to the first day of the month following the month in which the last rate change taken into account in such revision became effective.

The tenant rent calculations must reflect any changes in PHA's utility allowance schedule. Revised utility allowances will be applied to a family's rent calculations at the next scheduled recertification after the allowance is adopted or at one time across all affected families. The approach taken will be at the discretion of PHA.

PHA will cooperate with tenants seeking a release by a utility company of a credit balance on a tenant utility account, but PHA may limit requests for release to once per year, may condition its consent upon payment of delinquent rent and/or upon the utility's retention of a reserve for seasonal fluctuations in consumption.

9.12 Reasonable Accommodation

See the chapter on Reasonable Accommodations for policies related to reasonable accommodations and utility allowances.

9.13 Hardship Policy

For all of PHA's utility allowance policies implemented pursuant to its MTW authority, PHA will consider exceptions to these policies on a case-by-case basis for families who can demonstrate a long term hardship will result from application of the policies to them, or as a reasonable accommodation. To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the application of the utility allowance policy to the family will affect the family

9.14 Prorated Rent for Mixed Families

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. PHA will prorate

the assistance provided to a mixed family. PHA will first determine TTP as if all family members were eligible and then prorate the rent based upon the number of family members that actually are eligible.

Under this rule, PHA will complete the following steps:

- Step 1. Determine the total tenant payment
- Step 2. Family maximum rent is equal to the applicable ceiling rent for the unit size to be occupied by the family.
- Step 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").
- Step 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."
- Step 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."
- Step 6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
- Step 7. Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent.

When the mixed family's TTP is greater than the maximum rent, PHA will use the TTP as the mixed family TTP.

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CHAPTER 10: VERIFICATION

PHA verifies information that is used to establish the family's eligibility and level of assistance. PHA is required to obtain the family's consent to collect this information. Applicants and tenants must cooperate with the verification process as a condition of receiving assistance.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the record keeping policies established by PHA.

Where HUD's table of acceptable verification differs from PHA verification requirements, PHA verification requirements will apply.

10.1 Consent to Release of Information

The family must supply any information that PHA or HUD determines is necessary to the administration of the program and must consent to PHA verification of that information.

It is required that all adult applicants and tenants sign form HUD-9886, Authorization for Release of Information and other applicable release forms. Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

10.2 Penalties for Failing to Consent

If any family member who is required to sign a consent form fails to do so, PHA will deny admission to applicants or terminate the lease of existing households. The family may request a hearing in accordance with PHA's informal hearing/grievance procedures.

10.3 General Verification Requirements

- Any documents used for verification(both income and family information documents) must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are provided to PHA. PHA may accept scanned documents from third parties.

- The documents must not be damaged, altered or in any way illegible. PHA may reject any tenant provided documentation if:
    - The document is not an original; or
    - The original document has been altered, mutilated or is not legible; or
    - The document appears to be a forged document (i.e. does not appear to be authentic)

- Generally, PHA will maintain the validity of verification documents for 150 days from the date of receipt**.**

- If 150 or more days have elapsed since the verification information was received by PHA **for any recertification** and the 50058 is about to be validated, PHA will request updated income information from the family, including but not limited to, current pay stubs and benefits letters. If the difference between the updated income information and the previously calculated information is greater than $200 per month, PHA will recalculate income and TTP using the updated tenant provided income. If the difference is less than $200/month, no changes will be made. If the tenant cannot provide updated documentation of income, PHA will follow the hierarchy of verification and

attempt to receive updated verification from the third party source.

- In an effort to lease families as quickly as possible and to reduce staff workload, PHA has opted not to re-verify family composition and information related to income and allowances during the leasing process unless there has been a substantial change in income and allowances or a change in family composition. PHA will use the definition of substantial difference to identify substantial changes in income.~~ only if more than 180 days have passed since the income information previously was verified by PHA~~

- Unless otherwise stated, PHA will accept documents dated more than 6 months before the processing date of the family's recertification if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides annual reports, PHA would accept the most recent report. However, a SS benefit letter can be obtained more than once per year, so that PHA would not accept a benefit letter that was more than sixty old.

- Print-outs from web pages are considered original documents.

- Generally, the PHA staff member who views verification documents must make a photocopy and date stamp the copy with the date the document was received. Birth certificates, photo IDs and SS cards will not require a date stamp.

- Any family self-certifications must be made in a format acceptable to PHA and must be signed in the presence of a PHA representative or Notary Public.

- The cost of verification will not be passed on to the family.

- For verification of wages using review of tenant provided documents, PHA requires:

Pay Frequency	**Number of Consecutive Pay Stubs**
Weekly	4
Bi-weekly or Twice/Month	2
Monthly	2

- If an applicant/tenant provides more than the minimum required pay stubs for verification, PHA will use only the minimum number of paystubs required and will ensure that the pay stubs used reflect the most current paystubs provided.

- If a verifier provides a range of hours worked, PHA will use the average of the range to calculate income.

10.4 Substantial Difference

PHA will use the $200 per month as the threshold for a substantial difference.

10.5 Substantial Difference Exists

If UIV/ third party information differs substantially from tenant provided information PHA reserves the right to request additional verification information and use any other verification method in priority order to reconcile the difference.

10.6 Fraud

Information provided by the applicant/tenant that proves to be untrue may be used to disqualify the applicant for admission or terminate the tenant on the basis of attempted fraud. PHA considers false information concerning the following to be grounds for rejecting an applicant or terminating assistance:

- Income, assets, family composition;
- Social Security Numbers;
- Preferences;
- Allowances; and
- Previous tenant history or criminal history

The applicant/tenant shall be notified in writing of such determination by PHA and will be given the opportunity for an informal hearing /grievance hearing of the matter.

10.7 Hierarchy of Verification

PHA may use six methods to verify family information. In general PHA will use the most reliable form of verification that is available and will document the reasons when PHA uses a lesser form of verification.

In order of priority, the forms of verification that PHA will use are:

1. Upfront Income Verification using HUD's EIV system and the Income Validation Tool (IVT)
2. Upfront Income Verification using non-HUD systems
3. Written Third-Party Verification: An original or authentic document generated by the third-party source, which may be in the possession of the tenant or applicant. Examples include pay stubs, bank statements, and pharmacy printouts.
4. Written Third Party Verification Form: Standardized form sent by PHA to the third party source by mail, fax or e-mail.
5. Oral Third-Party: Verification by contact via telephone or in-person.
6. Self-Certification or Tenant Declaration.

10.8 Enterprise Income Verification (EIV) System

PHA will use HUD's EIV system as a third-party source to verify tenant employment and certain income information during regular and interim recertifications of household composition and income. The following policies apply to the use of HUD's EIV system.

10.8.1 Income Validation Tool (IVT)

The IVT report facilitates and enhances identification of unreported or under-reported income during interim and regular reexaminations. The IVT also provides income and wage, unemployment compensation and SSA benefit information. Additionally, the IVT report provides income information for heads of household and family members where there may be discrepancies in family reported income and employer reported

information.

At each regular and interim reexamination of income and family composition PHA will:

- Review the EIV Income and IVT reports to confirm/validate tenant-reported income;
- Print and maintain the EIV Income and IVT Reports in the tenant file;
- Obtain current acceptable tenant-provided documentation to supplement EIV information (where applicable); and
- Use current tenant-provided documentation and/or third-party verification to calculate annual income.

Additionally, at each regular and interim reexamination of income and family composition, using the IVT, PHA will:

- Identify any reported discrepancies in family reported income and employer reported information;
- Request the tenant to provide any documentation to confirm or dispute the income discrepancy;
- If applicable, determine the tenant rent using the correct and updated income;
- Determine the degree of tenant underreporting or misreporting of income information; and
- Take action in accordance with PHA policy to resolve the identified discrepancies.

10.8.2 EIV Income Reports

The data shown on income reports is updated quarterly. Data may be between three and six months old at the time reports are generated.

EIV Income reports will be compared to household-provided information as part of the regular and interim reexamination process. Income reports may be used in the calculation of annual income, as described in Chapter 8: **INCOME AND ADJUSTED INCOME.**

Income reports will be used as necessary to identify earned income and unemployment benefits, and to verify and calculate Social Security, Dual Entitlement and/or SSI benefits. EIV will also be used to verify that households claiming zero income are not receiving income from any of these sources.

<u>New Admission:</u>
For each new admission, PHA will review the EIV Income and IVT Reports within 120 days from the first PIC submission date to ensure that families, at the time of admission, accurately reported income. PHA will print and retain the reports and will take action to address any income discrepancies within 60 days from running the EIV income report.

<u>Historical Adjustment:</u>
For each historical adjustment, PHA will run the EIV Income and IVT Reports within 120 days from the PIC submission date to ensure that families accurately reported income. PHA will print and retain the reports and will take action to address any income discrepancies within 60 days from running the EIV/IVT reports.

<u>Interim Reexamination of Family Income and Composition</u>
For each interim reexamination of family income and composition, PHA will review the EIV Income and IVT Reports to ensure that families accurately reported income. PHA will print and retain the reports and will follow up with the family and resolve the differences between reported information using the HUD hierarchy of verification.

<u>Regular Reexamination</u>
For each regular reexamination of family income and composition, PHA will review and retain in the tenant file the EIV Income and IVT Reports and any applicable documentation to resolve identified income discrepancies.

10.8.3 EIV Identity Verification

The EIV system verifies tenant identities against Social Security Administration (SSA) records.
These records are compared to Public and Indian Housing Information Center (PIC) data for a match on social security number, name, and date of birth. When identity verification for a tenant fails, a message will be displayed within the EIV system and no income information will be displayed.

PHA will identify tenants whose identity verification has failed. PHA will attempt to resolve PIC/SSA discrepancies by obtaining appropriate documentation from the tenant. When PHA determines that discrepancies exist as a result of PHA errors, such as spelling errors or incorrect birth dates, PHA will correct the errors.

10.9 Up-Front Income Verification (UIV)

Up-front income verification (UIV) refers to PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to PHA.

10.9.1 Third-Party Written Verification

Written third-party verification is an original or authentic document generated by a third party source dated either within the 60-day period preceding the recertification or PHA request date. Such documentation may be in the possession of the tenant. PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable written third-party verification in the form of tenant-provided documents include, but are not limited to: pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

Unless third-party verification is not required, PHA will attempt to obtain third-party verification before using another form of verification

10.10 Written Third-Party Verification Form

PHA will send a written request for third party verification under the following circumstances:

- When higher forms of verification (UIV, EIV, written third party documents) are not available;
- When PHA requires clarification of income information;
- If the tenant disputes EIV, UIV or other third party documents; and
- When there is a significant difference between tenant provided information and third party documents.

For example, if a tenant is unable to provide pay stubs, PHA will send a written third party verification form to the employer to verify employment status and income.

- PHA may mail, fax, e-mail, or hand deliver third-party written verification form requests and will accept third-party responses by of any of these methods.

- As needed, PHA will send a written request for verification to each required source after securing a family's authorization for the release of the information

- A record of each attempt to contact the third-party source will be documented in the file.

10.11 Oral Third-Party Verification

Oral third-party verification is mandatory if neither form of written third-party verification is available. Third-party oral verification may be used when requests for written third-party verification forms have not been returned within a reasonable time—e.g., 5 business days. PHA will document all attempts at oral verification in the tenant file.

Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely fashion.

10.12 When Third-Party Verification Is Not Required

Third party verification will not be required under the following circumstances:

- **Verification Service Charge**
  If there is a service charge for third party verification, PHA will assume that third party verification is not available and use lower forms of verification according to the verification hierarchy.

- **Primary Documents**
  Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

- **Assets Disposed of Less than Fair Market Value**
  PHA will accept a self-certification from the family as verification of assets disposed of for less than fair market value. See **Verification of Assets** for policies related to assets disposed of for less than fair market value.

- **Other Assets**
  PHA will accept a self-certification of assets when the market value of the family's assets is $50,000 or below (MTW only).

- **Insignificant Amount of Income**
  PHA will determine that third-party verification is not required if the asset or expense involves an insignificant amount of income, making it not cost-effective or reasonable to obtain third-party verification. An insignificant amount of income is defined as $10 or less per month.

10.13 Self-Certification

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to PHA. Self-certification, or "tenant declaration," is used as a last resort when PHA is unable to obtain third-party verification. PHA will document the file with attempts to obtain higher forms of verification before relying on self-certification. PHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to PHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a PHA

representative or notary public.

Self-certification may not be used to verify the following benefits:

- Social Security Benefits;
- Unemployment;
- Court Ordered Child Support;
- Supplemental Security Income Benefits;
- Public Assistance;
- Veterans Benefits;
- Government Pensions; and
- Unreimbursed medical expenses.

10.14 When Third-Party Information is Late

When third-party verification has been requested and the timeframes for submission have been exceeded, PHA will use tenant provided information on a provisional basis. If PHA later receives third-party verification that differs substantially from the amounts used in income and rent determinations and it is past the deadline for processing the recertification, PHA will conduct an interim recertification to adjust the figures.

10.15 Verification of Citizenship/Eligible Immigration Status

- U.S Citizenship: Verification consists of a signed Declaration of Citizenship for all U.S. Citizens and Nationals
- Eligible Non-Citizens: Verification consists of a signed Declaration of Eligible Immigration Status AND one of the Section 214 documents listed in 24 C.F.R. 5.508(b)(1) and verification from the USCIS SAVE system when available.

For eligible noncitizens who are 62 years of age or older or who will be 62 years of age or older and receiving assistance under a Section 214 covered program on September 30, 1996 or applying for assistance on or after that date, the evidence consists of:

- A signed declaration of eligible immigration status; and
- Proof of age document.

10.16 Verification of Assets

PHA will verify the value and income from assets using the verification hierarchy. For assets disposed at less than fair market value for two years preceding the effective date of admission or the certification, PHA will accept a self-certification from the family including the assets disposed, the date of disposition and the amount received for the asset.

MTW Policy

Under the authority of the MTW Agreement, applicants and tenants will be allowed to self-certify asset value and income when the market value of the family's assets is less than $50,000. When the market value of the asset is $50,000 or greater, PHA will verify the market value of the asset using the verification hierarchy. Each family will be required to complete one asset self-certification at admission and at each regular recertification. For policies on calculation of asset income, see **8.5 Asset Income**.

10.17 Verification of SS and SSI Benefits

PHA may use EIV, UIV and/or benefit letters to verify SS and SSI benefits. Benefit letters may not be dated more than sixty days from the date of submission to PHA. PHA will use EIV as the preferred source for verification of SS and SSI benefits for participants and UIV or benefit letters for applicants. Additionally, PHA will use UIV or benefit letters if EIV is not available or if the tenant disputes the EIV information for SS and/or SSI.

Upfront verification (UIV) for SS/SSI would be completed using the Department of Public Welfare CIS database. The State Supplementary Portion will be verified via UIV- using the DPW CIS database.

When the monthly benefit amount provided by EIV and the benefit letter do not identify the benefit for the upcoming year, PHA will use the Cost of Living Adjustment (COLA) excerpt from the Social Security Administration (SSA) website to verify the monthly benefit. Generally, this policy will be applicable to.

10.18 Verification of Unemployment

Generally, if EIV reveals current unemployment benefits, PHA will verify unemployment benefits with a tenant supplied benefit letter. Third party written verification forms will not be sent as there is a service charge for the verification.

10.19 Verification of Child Support

PHA will verify child support using the verification hierarchy. When there are minors in a family and/or a new minor is added to the family and both parents/guardians do not reside in the family, PHA staff must request third-party verification of court ordered child support from Family Court. If there are no minors in the family, PHA will not request verification from Family Court.

10.20 Verification of Department of Public Assistance Benefits

PHA will use the State of Pennsylvania's electronic database to verify Public Assistance (PA) benefits. If the PA database is unavailable, PHA will request third-party verification from the local DPA office. For applicants, PHA may use the DPA database to verify the State Supplementary Payment.

10.21 Verification of Zero Income

A Zero Income family is one where no family member receives any income, contributions and/or benefits on his/her own behalf or on behalf of another individual in the family.

Where a full-time student, other than the head of household, co-head or spouse is working and the earned income on behalf of that student is the only income for the family, PHA will not treat this family as a zero income family even though all of the income is excluded.

Families that report zero income may be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. If the family's expenses exceed their known income, PHA may make inquiry as to the nature of the family's accessible resources**.**

PHA will require the following when the family claims zero income and at each successive regular recertification:

- Completion of a financial hardship worksheet
- Completion of a zero income self-certification by each adult family member;
- EIV check to confirm that no family member has any income;
- 3rd party verification to the Family Court to confirm that no child support is paid, (only if there are minors in the family and both parent/legal guardians do not reside in the family).

Every 180 days, PHA will run an EIV check on zero income families and take action as required for unreported income.

A zero income individual is one who does not receive any income, contributions and/or benefits on his/her own behalf or on behalf of another individual in the family. PHA will conduct the following verifications on zero income individuals when he/she claims zero income and at each successive regular recertification:

- Completion of a zero income self-certification;
- EIV check to confirm that the individual member has no income;
- 3rd party verification to the Family Court to confirm that no child support is paid, (only if the zero income family member has minor children in the family and both parent/legal guardians do not reside in the family).

PHA will not conduct EIV checks every 180 days for zero income individuals; however, PHA reserves the right to run an EIV check to ensure program integrity.

10.22 Verification of SSN and Date of Birth

PHA may accept the following as verification of an applicant/tenant's Social Security Number or Date of Birth if the document includes the name of the individual and his/her SSN or Date of Birth:

- An original SSN card issued by the Social Security Administration (SSA);
- An original SSA issued document;
- A state-issued driver's license with a SSN;
- Identification card issued by a federal, state or local agency;
- Passport;
- Birth Certificate;
- Identification card issued by a medical insurance company or provider (including Medicare and Medicaid);

- Identification card issued by an employer or trade union;
- Earnings statement on payroll stubs;
- School, hospital, employment and/or medical records;
- Bank statements;
- IRS Form 1099;
- Benefit award letters from government agencies;
- Retirement benefit letter;
- Life insurance policies; or
- Court record (real estate, tax notices, marriage and divorce, judgment or bankruptcy records).

10.23 Verification of Disability

The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.

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

If a person's disability is obvious, or otherwise known to PHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required.

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

Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability.

PHA shall not inquire about the nature or severity of a person's disability or about a person's diagnosis or details of treatment for a disability or medical condition. PHA will destroy or return any medical documentation that states the nature or extent of a person's disability.

Disability income that is awarded and approved by the Social Security Administration or Veteran's Administration Disability may be used to verify a family member's disability and eligibility for the disabled family deduction. If head of household, co-head or spouse claims to be disabled and does not receive disability income, PHA will conduct third party verification to confirm disabled status qualification for the deduction.

10.24 Verification of Student Status & Earned Income

PHA will consider full time student status as enrollment with a course load of 12 or more credit hours. Where an institution uses less than 12 hours as a standard for full time status, PHA will request and

obtain third party verification to confirm full time student status.

PHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- The family reports full-time student status for an adult other than the head, spouse, or co-head;
- The family reports child care expenses to enable a family member to further his or her education.

Non-MTW Policy:
PHA will verify all earned income for all full time students.

MTW Policy
PHA will not verify the earned income for full-time students. Such income is fully excluded. This provision does not apply to full time students who are the heads of household, co-heads or spouses.

CHAPTER 11: LEASING AND INSPECTIONS

11.1 Overview

Public Housing leases are the basis of the legal relationship between PHA and the tenant. All units must be occupied pursuant to a dwelling lease agreement. The lease incorporates provisions, in addition to those outlined in the ACOP, which include requirements related to late rent payments, security deposits and other tenant obligations.

PHA will inspect each dwelling unit prior to move-in, at move-out, and annually during occupancy. In addition, PHA may require additional inspections in accordance with PHA policy.

11.2 Lease Term

The initial term of the lease will be for two years. After the initial term, the lease shall automatically renew for successive terms of two (2) years (three (3) years if triennial recertification is applicable) unless the Tenant and all applicable Family Members and Household Members do not fulfill the Community Service and Economic Self-Sufficiency Requirements set forth in the Rider attached to and made a part of the Lease (the "Service Requirements") or the Lease is terminated sooner by Tenant or by PHA due to a default by Tenant and/or any Family Member or Household Member. The Application for Continued Occupancy (ACO) form must be completed every two (2) years or three (3) years (for those paying ceiling rent and for elderly/disabled households on fixed incomes).

11.3 Lease Orientation

After unit acceptance, but prior to occupancy, a PHA representative or agent will provide a lease orientation to the family. The head of household or spouse is required to participate.

When families attend the lease orientation, the following will be provided:

- A copy of the lease;
- A copy of the pet policy; and
- A copy of Things You Should Know (HUD-1140-OIG). Other documents will be provided to the family as needed. Topics to be discussed will include:
    - Applicable deposits and other charges;
    - Review and explanation of lease provisions;
    - Unit maintenance and work orders;
    - PHA's reporting requirements;
    - Explanation of occupancy forms; and
    - Grievance procedures.

11.4 Execution of Lease

The head of household, spouse or co-head, and all other adult members of the household will be required to sign the Public Housing lease prior to admission. An authorized PHA representative will sign the lease on behalf of PHA.

The lease must be executed by the tenant and PHA, except for automatic renewals of a lease.

All members of the household with the right to occupy the unit shall be listed on the lease. The lease shall specify the unit to be occupied, the effective date, rent to be charged, utilities, and other provisions as required by state and federal law, and PHA policy.

The head of household will be provided a copy of the executed lease and PHA will retain a copy in the tenant's file.

Files for families that include a live-in aide will contain file documentation signed by the live-in aide, that the live-in aide is not a party to the lease and is not entitled to PHA assistance. The live-in aide is only approved to live in the unit while serving as the attendant for the specified tenant family member.

Lease signers must be persons legally authorized to execute contracts.

At the time of execution of the lease, the family must provide to PHA a security deposit (see **11.7 Security Deposits**).

11.5 Modifications to the Lease

The lease will be amended to reflect all changes in family composition.

If, for any reason, any member of the household ceases to reside in the unit, the lease will be amended to reflect the removal of the household member.

The head of household and co-head may not remove one another's name from the lease without mutual consent. The head of household and/or co-head may add or remove other family members from the lease. See **3.8 Violence Against Women Act Protections** policies for VAWA exceptions to this policy.

If a new household member is approved by PHA to reside in the unit, the lease will be modified to reflect the addition of the new household member. The head of household, co-head and PHA will be required to initial and date the change.

If at any time during the term of the lease agreement, a change in the tenant's status results in the need for changing or amending any provision of the lease, either:

- A new lease agreement will be executed, or
- PHA will execute a Notice of Rent Adjustment and Household Composition, or
- An appropriate rider or insertions will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the head of household and co-head and the authorized representative of PHA.

If a tenant transfers from one unit to another, a new lease will be executed for the dwelling unit to which the tenant moves.

Policies governing when and how changes in family composition must be reported can be found at **12.21.1 Change in Household Composition**

11.6 Modifications to the Lease Form

PHA may modify its lease from time to time. However, PHA will give tenants thirty (30) days advance notice of the proposed changes and an opportunity to comment on the changes. PHA will consider any comments before formally adopting the new lease.

After proposed changes have been incorporated into the lease and approved by the Board, each family will be notified at least sixty (60) days in advance of the effective date of the new lease or lease revision.

The family will have thirty (30) days to accept the revised lease. If the family does not accept the offer of the revised lease within that thirty (30) day timeframe, the family's tenancy will be terminated for other good cause in accordance with the termination policies outlined in this ACOP (see **CHAPTER 17: TERMINATIONS**).

When PHA proposes to modify or revise schedules of special charges or rules and regulations, PHA will post a copy of the notice in the central office, and will mail a copy of the notice to each tenant family. Documentation of proper notice will be included in each tenant file.

11.7 Security Deposits

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

The amount of the security deposit will be equal to one month's rent or $99, whichever amount is lower, at the time of move-in, and must be paid in full prior to occupancy.

PHA will hold the security deposit for the period the family occupies the unit. PHA will not use the security deposit for rent or other charges while the tenant is living in the unit.

Within thirty (30) days of move-out, PHA will refund to the tenant the amount of the security deposit (including any interest earned on the security deposit) less any amount needed to pay the cost of:

- Unpaid rent;
- Damages listed on the move-out inspection report that exceed normal wear and tear; and
- Other charges due under the lease.

PHA will provide the tenant or tenant's designee with a written list of any charges against the security deposit. If the tenant disagrees with the amount charged, PHA will provide a meeting to discuss the charges.

Tenants must leave the unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to PHA. All keys to the unit must be returned to management upon vacating the unit.

If the tenant transfers to another unit, PHA will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges due for the "old" unit.

Pet application fees will also transfer to the new unit. See **CHAPTER 13: PETS** for additional information on PHA's Pet Policy.

11.8 Payments under the Lease

11.8.1 Rent Payments

Families must pay the amount of the monthly tenant rent determined by PHA in accordance with its policies.

The lease specifies the initial amount of the tenant rent at the beginning of the initial lease term. The tenant rent is due and payable at a PHA-designated location on the first of every month. Rent payments may be made by check or money order or by electronic payment, when applicable. PHA will not accept rent payments in cash. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter. Tenants may request an extension for payment and PHA may extend in writing the due date for a rent payment for the month requested. Management approvals of such requests shall not be withheld unreasonably.

All rental payments received by PHA from tenants must be applied to past charges before the current month's rent is credited. Payments must be applied using the "first-in, first out" (FIFO) method. The exception is maintenance related charges, which should not be credited until all other charges are paid in full using the FIFO method.

If a family's tenant rent changes, PHA will notify the family of the new amount and the effective date by sending a "Notice of Rent Adjustment", which will become an attachment to the lease.

11.8.2 Late Fees and Nonpayment

If PHA does not RECEIVE the rent by the fifteenth (15th) calendar day of the month, and PHA has not agreed to accept payment later than the 15th calendar day of the month, PHA may issue to the tenant a Notice to Vacate within thirty (30) days for failure to pay rent, demanding payment in full of all amounts due under the lease or the return of the property to PHA free of all occupants. In addition, if the tenant fails to make a payment of rent by the end of office hours on the fifteenth (15th) calendar day of the month, a $20.00 late fee shall be charged. If the tenant can document financial hardship, the late fee may be waived on a case by case basis. If the tenant lawfully withholds rent, no late fee shall be applied for that month. If the tenant makes a partial rent payment before the 15th day of the month AND the tenant does not have any other outstanding balances, the late fee will not be applied.

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of $25.00 will be charged to the family.

Rent payments that are "chronically" late, as defined in the PHA lease, will be grounds for lease termination if there is a delinquent balance at the time of termination. Rent that is late 3 or more times within a 12 month period is considered chronically late.

11.9 Enforcement of the Lease

The tenant shall be liable for all court costs and other fees actually expended in a legal action for enforcement of the lease agreement, including but not limited to moving and storage fees, unless the tenant prevails.

11.10 Utilities

In communities having individual utility company-read meters, PHA may provide a utility allowance based

on the size and type of unit occupied or other criteria established by a utility allowance policy adopted under the MTW Demonstration Agreement and Plan. In such communities, tenants will be responsible for paying his/her utility bill directly to the utility company. Approved allowances, if any, will be a credit each month for each applicable utility and subtracted from the gross monthly rent. PHA will adjust the utility allowances provided to tenants to encourage energy conservation and utility cost savings, and such changes will become part of the lease.

Utilities shall be in the name of the head of household or co-head only. Residents will pay for all utilities, related deposits and charges on the tenants' utility bills. Failure to maintain active utility service, for all utilities, in the name of the head of household or co-head will be considered a breach of the lease.

11.11 Unit Maintenance and Repairs

PHA will maintain dwelling units and the development in decent, safe and sanitary condition and make necessary repairs to dwelling units.

Families are required to maintain the interior and exterior of the unit and common areas in a neat and orderly manner. It is the responsibility of the family to remove trash, garbage, rubbish and other waste in a sanitary and safe manner. In addition, families are responsible for removing ice and snow from the area immediately in front of their unit. Tenants who are unable to perform these tasks due to age or disability are exempt from these responsibilities. Failure to maintain the unit in a satisfactory manner shall be considered a breach of the lease and can result in lease termination.

Families are responsible for paying reasonable charges, including the cost of labor, for the repair of any damage beyond normal wear and tear to the unit or to appliances provided by PHA that are negligently or intentionally caused by the tenant, family members, household members, live-in aides or guests.

Maintenance and damage repair charges will not be due and collectible until two (2) weeks after PHA gives written notice of the charges. Such charges must be paid not later than 45 days from the date on which PHA gives notice of the charges. The maintenance and damage charges will be printed on the monthly rent statements until paid. Failure to pay such charges on or prior to the due date shall be grounds for termination of the lease. The tenant may be given the option of entering into a reasonable payment agreement for maintenance and damage repair charges.

If the family requests a grievance hearing, related to non-payment of maintenance charges, within the required time frame, PHA may not take action for nonpayment of the charges until the conclusion of the grievance process.

Damage caused by the family beyond normal wear and tear is considered a breach of the lease and grounds for termination, regardless of whether the charges are paid or not.

11.12 Types of Inspections

It is PHA's responsibility to maintain the premises, building facilities, common areas and grounds, not otherwise assigned to the tenants, in a decent, safe and sanitary condition. PHA will provide inspections of the unit by management or qualified maintenance staff.

11.12.1 Move-in Inspections

PHA and the tenant will inspect the dwelling unit prior to occupancy. PHA will give the tenant a copy of the inspection form showing the conditions of the premises, interior and exterior as applicable and any equipment provided in the unit. PHA and the tenant shall sign the inspection form and a copy of the form

will be retained in the tenant's file. PHA will correct any deficiencies noted on the inspection form before or shortly after the tenant moves in depending on the severity of the deficiency, at no charge to the tenant.

The head of household or co-head must attend the move-in inspection and sign the inspection form.

11.12.2 UPCS Inspections (Annual Inspections)

The Uniform Physical Conditions Standards (UPCS) inspection program requires PHA to inspect all units annually. The only exceptions are vacant units (either sealed or otherwise not accessible), units scheduled for modernization, or units subject to HUD approved demolition programs. All eligible units are scheduled for inspection within the first ten (10) months of the fiscal year. Families are notified in writing two (2) days in advance as to the date and time of their unit inspection. Tenants will receive a copy of the UPCS inspection forms.

11.12.3 Housekeeping Inspections

Housekeeping inspections are conducted annually. Tenants are notified in writing at least two (2) days in advance as to the date and time of the inspection. The inspection will evaluate the housekeeping conditions, safety conditions, tenants' care of the dwelling unit and compliance with other obligations under the lease. The tenants will be informed in writing of the deficiencies found during the inspection and notified of any action required by the tenant to correct the deficiencies. Tenants will have thirty (30) business days to correct any deficiencies.

11.12.4 Preventive Maintenance (PMI) Inspections

Tenants are notified in writing, at least two (2) days in advance as to the date and time of the inspection. The PMI program allows inspectors to inspect an occupied unit and complete minor repairs noted during the inspection as well as completing existing work orders assigned to the unit. PMI inspections also encompass common area items such as roof, building systems, gutters and grounds.

11.12.5 Real Estate Assessment Center Inspections (REAC)

Tenants are notified in writing, at least two (2) days in advance as to the date and time of the inspection. REAC's function is to ensure that Public Housing properties are decent, safe, sanitary and in good repair. Applying HUD's uniform, consistent standards, REAC personnel inspect a unit and use the results to develop a score for the property's physical condition. The REAC physical inspection emphasizes health and safety deficiencies because health and safety deficiencies are crucial to the well-being of the tenants.

11.12.6 Move-out Inspections

PHA will inspect the unit at the time the tenant vacates the unit. PHA will provide the tenant a written statement of the charges, if any, for which the tenant is responsible. The head of household or co-head will join in such inspection, unless the head of household or co-head is hospitalized or vacates without notice to PHA.

If present, the head of household or co-head will sign the move-out inspection form.

PHA will notify the former tenant of the inspection results within thirty (30) days of termination of the lease or tenant's move-out from the property.

11.13 Notice of Non-Emergency Entries

PHA shall have the right to enter the Property at all reasonable times to make routine inspections and maintenance, to make improvements or repairs, for pest control purposes, or to determine if Tenant continues to occupy the Property when reasonable doubt exists, provided prior notice is sent to Tenant and Tenant has not requested that PHA reschedule the date of entry.

Whenever possible, PHA shall give at least two (2) days written notice to Tenant stating the date of proposed entry. Entry for repairs requested by the Tenant will presume permission for PHA to enter the unit.

PHA may enter the Property at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult Household Member is present at the time of an emergency entry, PHA shall leave a written statement giving the date, time and purpose of such entry.

11.14 Scheduling Inspections/Unit Repairs

Inspections will be conducted during business hours. If a family needs to reschedule an inspection, the family must notify PHA at least 24 hours prior to the scheduled inspection.

PHA will reschedule the inspection no more than twice unless the tenant has a verifiable good cause to delay the inspection. PHA may request verification of such cause. Other than for tenant-requested and emergency repairs, if upon the third (3rd) attempt to enter the unit no adult household member is present PHA will enter the unit to complete the repair or inspection.

11.15 Notice of Emergency Entries

PHA may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists.

If no adult household member is present at the time of an emergency entry, prior to leaving the dwelling unit, PHA will leave a written statement showing the date, time and purpose of the entry.

11.16 Emergency Repairs

Generally, the following are considered emergency conditions:

- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling;
- Natural or Liquid Petroleum (LP) gas or fuel oil leaks;
- Any electrical problem or condition that could result in shock or fire;
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit;
- Utilities not in service, including no running water;
- Obstacles that prevent safe entrance or exit from the unit;
- Absence of a functioning toilet in the unit; or

- Inoperable smoke detectors.

If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the tenant must immediately notify PHA of the damage.

If the damage was caused by a household member or guest, PHA will charge the family for the reasonable cost of repairs. PHA may also take lease enforcement action against the family.

It is PHA's policy to respond to emergency work orders within twenty-four (24) hours. If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, PHA will complete or abate such conditions within 24 hours. PHA has established a target of correcting or abating 99% of emergency work orders within 24 hours.

If PHA cannot make repairs quickly, PHA will offer the family standard alternative accommodations. If PHA can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guest, or if the tenant rejects the alternative accommodations.

11.17 Non-Emergency Repairs

PHA shall complete all non-emergency repairs in an adequate, competent and professional manner, within an average of thirty (30) days from the notification date, unless PHA can demonstrate good cause.

11.18 Outcomes for Failed Housekeeping Inspections

Tenants whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, PHA will provide proper notice of a lease violation.

A re-inspection will be conducted within thirty (30) days to confirm that the tenant has complied with the requirement to abate the problem. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and may result in termination of tenancy in accordance with this ACOP.

Notices of lease violation will also be issued to tenants who purposely disengage the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination.

11.19 Tenant Responsibilities

Tenant responsibilities include:

- Notify management immediately of the need for repairs to the premises and of any unsafe conditions on the premises or grounds; and

- Use electrical, plumbing, heating/ventilating, air conditioning, and other facilities in a reasonable manner.

11.20 Tenant Caused Damages

Damages to the unit beyond wear and tear will be billed to the tenant in accordance with PHA policies.

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations. “Beyond normal wear and tear” is defined as items that could be charged against the tenant’s security deposit under state law or court practice.

11.21 Smoke-Free Policy General Lease Enforcement

PHA will enforce the policies contained in PHA’s Smoke-Free Policy. See **2.5 Smoke-Free Policy**.

CHAPTER 12: CONTINUED OCCUPANCY

12.1 Overview

PHA monitors each family's income and composition over time, and adjusts the family's rent accordingly. Policies governing reasonable accommodation, family privacy, required family cooperation and program abuse, as described elsewhere in this ACOP, apply to regular and interim recertifications. PHA is required to obtain information needed to conduct recertifications. Tenants are required to provide current and accurate information on income, assets, allowances and deductions, household composition and community service compliance as part of the recertification process.

12.2 Eligibility for Continued Occupancy

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

- Qualify as a family as defined in this policy;
- Maintain full compliance with the family obligations and responsibilities as described in the dwelling lease;
- Maintain compliance with the eight-hours-per-month community service requirement adopted by PHA;
- Meet HUD standards on citizenship or immigration status or pay a prorated rent;
- Supply true and complete information that PHA or HUD determines to be necessary to determine continued eligibility;
- Disclose and verify social security numbers and sign and submit consent forms for obtaining information or have certifications on file indicating that they are not eligible to receive a Social Security number;
- Use the assisted unit for residence by the family;
- Use the assisted unit as the family's only residence;
- Allow PHA to inspect the unit at reasonable times and after reasonable notice;
- Request PHA approval to add household members as occupants of the unit. PHA's approval of such additions is subject to the household composition requirements;
- Pay utility bills as applicable under the lease;
- Never sub-lease or sub-let the unit;
- Never commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
- Never engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants and persons residing in the immediate vicinity of the premises;

- Not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other tenants and persons residing in the immediate vicinity of the premises; and

- Supply any information requested by PHA to verify that the family is living in the unit or information related to family absence from the unit.

12.3 Over-Income Families

Under the Housing Opportunity Through Modernization Act (HOTMA) of 2016, over-income is defined as a family with income which exceeds 120% of area median income (AMI). After a family's income has exceeded 120% of AMI for two consecutive years, PHA will charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds, as determined by regulations.

At a regular or interim reexamination, if a family's income exceeds the applicable over-income limit, PHA will document the family file and begin tracking the family's over-income status. A family which is over-income will be placed on an annual recertification frequency beginning with the first regular or interim recertification in which the family exceed the over-income limit.

If one year after the applicable regular or interim reexamination the family's income continues to exceed the applicable over-income limit, PHA will notify the family, in writing, that their income has exceeded the over-income limit for one year, and that if the family continues to be over-income for 12 consecutive months, the family will be subject to PHA's over-income rent policies.

If two years after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, PHA will charge the family a rent that is the higher of the applicable FMR or the amount of monthly subsidy for the unit. PHA will notify the family in writing of their new rent amount which will be effective 30 days after PHA's written notice to the family.

If, at any time, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with PHA policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. In such instances, PHA will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family will be entitled to a new two-year grace period.

PHA will begin tracking over-income families once these policies have been adopted, but no later than March 24, 2019. PHA will update the over-income limits in the ACOP no later than 60 days after HUD publishes the new income limits.

12.4 Tenants on Electronic Monitoring

Existing tenants may, under certain conditions and with the pre-approval of management, be permitted to remain in the PH unit when and if they have entered into the Electronic Monitoring program as administered by Adult Probation and Parole (APPB) or the Juvenile Probation Board and the Pre-Trial Services division of the First Judicial District of Pennsylvania. Tenants may not participate in the Electronic Monitoring Program at any PHA/PAPMC property for any case that includes charges for: crimes of violence, weapons offenses, sex-related offenses, arson, burglary, destruction of property, or drug crimes.

Individuals who were not specifically named as a tenant in a Lease Agreement with PHA prior to their arrest for the crime that relates to the request for Electronic Monitoring will not be added to a PHA Lease Agreement in order to participate in the Electronic Monitoring program.

Participation in the electronic monitoring program does not change or abridge any right of PHA to evict a Tenant for the crime for which the electronic monitoring is a consequence.

12.5 Regular Recertification

Recertification includes gathering and verifying current information about household composition, income, and expenses. Based on this updated information, the family's income and rent must be recalculated.

For families paying ceiling rent, PHA conducts a recertification of income and household composition at least every three (3) years.

A family, beginning at the first regular or interim recertification where their gross income exceeds 120% of area median income, will be placed on an annual recertification cycle. When and if the family's income decreases to the point where their income no longer exceeds 120% of area median income, PHA will conduct a certification to review the family income and determine the applicable recertification frequency (biennial or triennial) for the family.

MTW Policy – Biennial Recertification

PHA conducts a recertification of family income and composition on a biennial basis. This includes gathering and verifying current information about household composition, income, and expenses. Based on this updated information, the family's income and rent must be recalculated.

MTW Policy – Triennial Recertification

Upon HUD approval, using its MTW authority, PHA will perform recertifications for elderly and disabled families with fixed incomes on a triennial basis. In order to qualify for a triennial recertification schedule, every member of the elderly/disabled family must receive their income from a fixed source such as social security, supplemental security income, or pension. Elderly/disabled families on triennial schedules will be permitted to request an interim re-examination at any time. Households with minors with excluded wage income and other fixed income sources will not be considered fixed income families.

Fixed income sources include:

- Social Security payments
- Supplemental Security Income (SSI)
- Supplemental Security Disability Insurance (SSDI); Federal, state, local,
- Private pension plans;
- Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments.

12.6 Required Information

PHA is required to obtain information needed to conduct recertifications. Households are required to provide current and accurate information on income, assets, allowances and deductions, household composition and community service compliance as part of the recertification process. For all tenants of Public Housing, PHA must conduct a review of community service requirement compliance during every recertification. All documentation must be provided to PHA within five (5) business days from the date of PHA's request. If the family is unable to obtain the information or materials within the required time frame, PHA may provide a reasonable extension as necessary. If the tenant does not provide the required documents or information within the required time frame (plus any extensions), the tenant will be sent a Notice of Lease Termination.

12.7 Notification of and Participation in the Regular Recertification Process

All family members who are 18 years of age and older are required to attend the recertification interview. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact PHA to request a reasonable accommodation.

Notification of recertification interviews will be sent by first-class mail. In addition, it will inform the family of the information and documentation that must be brought to the interview.

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

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

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

12.8 Conducting Recertifications

As part of the recertification process, families are required to provide updated information to PHA regarding the family's income, expenses, and composition

Households are asked to bring all required information (as described in the recertification notice) to the recertification appointment. The required information includes supporting documentation related to the family's income, expenses, and composition.

The information provided by the family generally must be verified according to the policies in this ACOP. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

- Legal identity, i.e. photo ID;
- Age;
- Social security numbers ; and
- Citizenship or immigration status.

If a family fails to attend two scheduled interviews without PHA approval, the family will be in violation of their lease and may be terminated in accordance with the continued occupancy policies,

12.9 Scheduling Recertifications

PHA will schedule recertification appointments to coincide with the family's anniversary date. PHA will begin the recertification process approximately 150 days in advance of the anniversary date, following the frequency of recertification policy described earlier in this chapter.

- *Anniversary date* is defined as the first day of the month in which the lease is signed for the unit. For example, a tenant moving into a particular unit on March 15,1999 has an anniversary date for that same unit of March 1.

- If the family transfers to a new unit, the anniversary date does not change.
- PHA may also schedule a recertification for completion prior to the anniversary date for administrative purposes.

12.10 Standard for Timely Reporting of Changes

Generally, PHA requires that families report changes in the family's income, expenses, and composition as described in this ACOP to PHA within 30 calendar days from the date the changed occurred. Any information, document or signature needed from the family to verify the change must also be provided within 30 calendar days from the date the change occurred, unless another time frame is specified in the specific policy.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, in the time period required by PHA, it will be considered program non-compliance and may subject the family to termination from the program.

12.11 Compliance with Community Service

For families which include nonexempt individuals, PHA must determine compliance with community service requirements at the time of regular recertification. See **CHAPTER 14: COMMUNITY SERVICE** for policies governing compliance with the community service requirement.

12.12 Household Member Turning 18 Between Recertification Interview & Recertification Effective Date

Income & Deductions
When a family member will turn 18 between the date of the recertification interview and on or before the effective date of the recertification, PHA will include the family member's income in the calculation of annual income. For example, a family has a recertification effective date of November 1st. One of the family members, at the recertification interview on September 1st is still 17, but will turn 18 on September 30th. PHA will calculate the income of that family member as if he/she was an adult, since the family member will be 18 by the effective date of the recertification. Deductions will also be applied as if the family member was an adult. For example, the family with a member who is 17 at the recertification interview, but 18 on the recertification effective date will NOT be given a dependent deduction for the family member who is turning 18 unless that family member is a full time student or disabled.

Release Forms
When a family member will turn 18 between the date of the interview, but on or before the effective date of the recertification, PHA will have a parent/legal guardian sign any consent/release forms on behalf of that family member in order to authorize PHA to obtain their income verification.

Criminal Background Check
When a household member will turn 18 between the date of the interview, but on or before the effective date of the recertification, PHA will have a parent/legal guardian sign the consent for criminal background check on behalf of that household member in order to authorize PHA's criminal background check. PHA will conduct a criminal background check as part of the recertification process.

See **4.20 Criminal Background Screening** for policies regarding household members who turn 18 during the recertification period.

Subsequent Recertifications and Background Checks
After the recertification effective date, if PHA wishes to complete verifications or background checks on a household member who was not 18 at the recertification interview or as of the date of receipt of the mail in recertification materials, but who subsequently turned 18, PHA will obtain that household member's signature on any required release form before conducting any type of verification or background check. If no other verifications or background checks are completed between regularly scheduled recertifications, PHA will wait until the next regular recertification to obtain the executed release forms from the household member who had turned 18 between the regularly scheduled recertifications.

12.13 Effective Dates of Rent Changes

As part of the recertification process, PHA must make appropriate adjustments in the rent after consultation with the family and upon verification of applicable information.

12.13.1 Effective Date of Rent Changes at Regular Recertification

Increases in Rent
In general, an increase in the tenant rent that results from a regular recertification will take effect on the family's anniversary date, and the family will be notified at least 30 days in advance. If less than 30 days remain before the scheduled recertification effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If the family causes a delay in processing the regular recertification, increases in the rent will be applied retroactively to the scheduled effective date of the recertification. The family will be responsible for any underpaid rent and may be offered a repayment agreement at the discretion of PHA. When a family causes a delay in processing the recertification, PHA will not provide the family with 30-day advance notice of the rent increase.

Decreases in Rent
In general, a decrease in the tenant rent that results from a regular recertification will take effect on the family's anniversary date.

If the family causes a delay in processing a recertification, decreases in rent will not be applied retroactively. The decrease in rent will be effective on the first day of the month following the month in which the tenant submitted all required documentation.

Delays in Recertification Processing
A delay in recertification processing is defined as delays considered to be caused by the family if the family fails to provide information requested by PHA by the date specified and/or fails to attend scheduled recertification interviews without, and these delays prevent PHA from completing the recertification as scheduled.

12.13.2 Effective Dates for Rent Changes at Interim Recertifications

Increases in Rent
An increase in rent at the time of an interim recertification will be effective on the first of the month following 30 days' notice to the family.

If a family fails to report a required change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any overpaid subsidy

Decreases in Rent
A decrease in rent at the time of an interim recertification will be effective on the first day of the month following the month in which the change was reported and all required documentation was submitted. In cases where the change cannot be verified, through no fault of the tenant, until after the date the change would have become effective, the change will be made retroactively. If a family fails to report a decrease in income timely, PHA will NOT apply the decrease in rent retroactively.

12.14 Change in Unit Size

Changes in household composition may make it appropriate to consider transferring the household to comply with occupancy standards. PHA may use the results of the recertification to require the household to move to an appropriate size unit. Policies related to such transfers are included in this ACOP.

12.15 Interim Recertification

Household circumstances may change throughout the period between recertifications. PHA policies dictate what kinds of information about changes in household circumstances must be reported, and under what circumstances PHA will process interim recertifications to reflect those changes. PHA may also conduct interim recertifications of income or household composition at any time to ensure compliance with program reporting requirements. An interim recertification does not affect the date of the regular recertification.

When a family reports applicable changes in wages/benefits and/or applicable increases in permissible deductions, PHA will verify only the income/deduction information which has changed for the family member for whom the change is reported. Additionally, when a family reports removal of a household member, PHA will verify that the household member has vacated the unit. Income/expense changes for other family members are not required to be reviewed or verified during interim recertifications.

The head of household and individual reporting the change are required to attend an interview for an interim recertification. Based on the type of change reported, PHA will determine the documentation the household will be required to submit.

PHA requires all families to complete an Application for Continued Occupancy when an interim recertification is conducted.

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's rent will not be reduced.

PHA may require participating families to complete an interim recertification and/or interim verifications at additional times to ensure that the tenant is in compliance with program eligibility and other requirements.

12.16 Limits on Interim Recertification

Non-MTW Policy:
At any time, PHA may conduct an interim reexamination of family income and composition. At any time, the family may request an interim determination of family income or composition because of any changes since the last determination. PHA will make the interim determination within a reasonable time after the family request.

MTW Policy

Tenants may request no more than one (1) voluntary interim recertification every six (6) months. Required interim recertifications do not count toward the limit on interim recertifications. The six month clock restarts on the effective date of each regular recertification.

Elderly/disabled are exempt from the limit on voluntary interim recertifications.

Notwithstanding the limit on interim recertifications, PHA will process a voluntary interim rent reduction if and when the reduction in income is expected to last for more than 30 days.

Interim recertifications for increases in earned income for FSS participants will not be counted toward the limit on voluntary interim recertifications.

PHA may approve an additional interim rent adjustment, beyond the limit, if the tenant adequately demonstrates to PHA that they have suffered a financial hardship that necessitates an additional interim rent adjustment.

12.17 Utility Allowance at Interim Recertification

During an interim recertification PHA will apply the utility allowance in effect at the last regular recertification. For example, if the Utility Allowance at the last regular recertification was $200, and the utility allowance in effect at the time of the interim recertification in is $250, PHA will use the UA which were in effect at the last regular recertification which was $200.

12.18 Changes in Ceiling Rent

Changes in ceiling rents will be applied at the next scheduled recertification after the change or at one time across all affected families. The approach taken will be at the discretion of PHA.

12.19 Notification of New Tenant Rent

The family shall receive a written notice of the rent increase or decrease prior to the change taking effect. The notice to the family will include the current household composition and income amounts that were used to calculate the tenant rent.

12.20 Optional Interim Reporting

Tenants may request an interim recertification under the following circumstances:

- They receive a decrease in income which may result in a rent decrease; or
- They have an increase in applicable allowances or deductions.

For MTW families, the limits noted in **12.16 Limits on Interim Recertification** apply.

Tenants are not required to report increases in family income except under circumstances as described in this ACOP.

12.21 Required Interim Reporting

PHA determines the circumstances under which families will be required to report changes in circumstances between regular recertification.

12.21.1 Change in Household Composition

Interim recertifications for changes in household composition are required. The addition of a minor household member as a result of birth, adoption, or court-awarded custody does not require prior PHA approval. All other changes in household composition require PHA approval.

Tenants must report all changes in household composition within 30 days of the occurrence.

Household composition changes include increases in the number of dependents, addition of new household members, addition of a live-in aide, or loss of a household member (deceased or moved out.) If an individual is added to the household between scheduled recertifications, only the new member's income will be verified as part of the interim recertification. For the loss of a household member, PHA will remove the household member's income/deductions/expenses as applicable, but will not verify or update the income of the other household members; however, PHA will reverify Public Assistance benefits at any interim recertification when a household currently receiving Public Assistance benefits adds or removes members from the household.

Requests to accommodate additional household members based on health-related reasons must be verified by a doctor/medical professional and/or social service professional.

PHA will reverify Public Assistance benefits at any interim recertification when a family currently receiving Public Assistance benefits adds or removes family members from the household

New Family and Household Members Requiring Approval:
With the exception of children who join the household as a result of birth, adoption, or court-awarded custody, a tenant must request PHA approval to add a new family member or other household member (spouse, inter-dependent relationship partner, live-in aide or foster child).

This includes any person not on the lease who is expected to stay in the unit for more than 30 consecutive days, or 90 cumulative days, within a twelve month period, and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by PHA prior to the individual moving in the unit.

PHA will not approve the addition of a foster child or foster adult if it will result in the need for a larger unit according to PHA occupancy standards.

PHA will not approve the addition of other adult household members other than by reason of marriage or interdependent relationship or domestic partnership. PHA may grant exceptions to this policy, in exceptional circumstances and on a case-by-case basis, to be determined by the Executive Vice-President of Operations in consultation with the General Counsel, if no change in unit size that would create an over or under housed situation requiring a transfer, for example, would result.

PHA will not approve the addition of a new family or household member unless the individual meets PHA's eligibility and screening criteria. If PHA determines that an individual does not meet PHA's eligibility and screening criteria, PHA will notify the tenant in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

Departure of a Family or Household Member:
If a household member ceases to reside in the unit, the tenant must inform PHA within 30 calendar days. This requirement also applies to a household member who has been considered temporarily absent at the point that the household concludes the individual is permanently absent.

If a live-in aide, foster child, or foster adult ceases to reside in the unit, the tenant must inform PHA within

30 calendar days.

12.21.2 Temporary and Sporadic Income

Households reporting only temporary or sporadic income are required to report increases in income between regular recertifications. Temporary and sporadic income is excluded from the calculation of annual income. Families/family members reporting only temporary or sporadic income will be subject to the policies set forth in Verification of Zero Income and **12.21.3 Zero Income**. PHA will conduct an interim recertification when a family or individual with temporary or sporadic income reports income.

12.21.3 Zero Income

Zero income families and zero income individuals are required to report monetary and/or non-monetary changes in income or benefits between regular recertification periods. PHA will conduct an interim recertification when a zero income family or individual reports income.

Once income or benefits are reported, the family is no longer required to report increases in income/benefits until the next regular recertification. Specific verification policy guidance on this subject is included in **10.21 Verification of Zero Income.**

Family members are required to report monetary and/or non-monetary changes in income within 30 calendar days from the date the change occurred.

Every 180 days, PHA will run an EIV check on zero income families and take action as required for unreported income. PHA will not conduct EIV checks every 180 days for zero income individuals; however, PHA reserves the right to run an EIV check to ensure program integrity.

12.22 Interim Recertification – Other

If at the time of regular recertification, tenant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, PHA will conduct an interim recertification if the difference in income is greater than $2,400/year.

PHA may conduct an interim recertification at any time in order to correct an error in a previous recertification, or to investigate a tenant fraud complaint.

12.23 Discrepancies

During a regular or interim recertification, PHA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, PHA may discover errors made by PHA. When errors resulting in the overpayment or underpayment of rent are discovered, corrections will be made in accordance with the policies in **CHAPTER 19: PROGRAM INTEGRITY**.

12.24 Absence from the Unit

The tenant must supply any information or certification requested by PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA-requested information or certification on the purposes of family absences. PHA may review on a case-by-case basis, circumstances

which dictate a family's absence from the unit. Exceptions to absence from the unit policies are discussed in the chapter on Occupancy Standards. PHA's established policies on absence from the unit include the following:

- The family may be absent from the unit for brief periods.
- The family must notify PHA within ten (10) calendar days of the start of an extended absence when all family members will be absent from the unit for more than thirty (30) calendar days and to make arrangements for the care of the property during any absence.
- The family may not be absent from the unit for a period of more than 183 calendar days in a calendar year, except for good cause
- Absence means that no member of the family is residing in the unit.
- To verify family occupancy or absence, PHA may send request letters to the family at the unit, make phone calls or visits and/or conduct other appropriate inquiries.
- The family must remain in compliance with the terms of the PH Program and their assisted lease during any absence from the unit.

12.25 Military Families – Absence from the Unit & Continued Occupancy

PIH Notice 2003-5 encourages PHAs and private owners to be as lenient as responsibly possible to support military families. In accordance with this Notice, on a case by case basis, PHA will make reasonable exceptions to program requirements with respect to program requirements for active duty military families, to the extent PHA can do so while responsibly administering the PH program.

These exceptions will be granted at PHA's sole discretion, and should be primarily granted with respect to program requirements impacted by family members who are temporarily absent from the assisted unit due to their active duty.

Exceptions must be approved by the Executive Vice President for Leased Housing or his/her designee. Households who cannot adhere to basic program requirements without the active military person present will not be granted exceptions.

Exceptions related to military families may include, but are not limited to:

- Allowing a suitable guardian to move into the assisted unit on a temporary basis to care for any dependents that the military person leaves in the unit. Income of the guardian temporarily living in the unit solely for this purpose is not to be counted in determining family income and rent;
- Carefully considering the circumstances of any case involving delayed payment of rent by the family;
- Granting exceptions to the ACOP policies concerning family absences from the unit on behalf of the military family even though all members of the family are temporarily absent from the assisted unit;
- Using provisional documents and income information to complete a recertification and then conducting an interim recertification when the military personnel's information is available.

12.26 Remaining Members of the Tenant Family

Participant families who separate while being assisted under the PH program will be assessed on a case-by-case basis to determine which family members remain assisted under the program. PHA policy is as follows:

- The head of household, co-head or remaining family member who has full legal custody of any minor children in the unit will retain the unit.
- In cases where the head of household and co-head have a joint custody arrangement for minor children, the original head of household will retain the use of the unit.
- In cases where the head of household dies, leaving minor children, the new head of household will be subject to all PHA eligibility and admission requirements.
- In cases where there is a head of household and a co-head with no minor children, the original head of household will retain the use of the unit.
- In the event that the head of household moves out of the assisted unit or dies, a remaining adult family member (with or without children in the unit) may retain use of the unit if that adult has been part of the family for at least one year, is in compliance with all program rules and regulations and meets all other program eligibility and continued occupancy requirements.
- In cases where a live-in aide is added to a household as a result of a care situation for an elderly or disabled family member, the live-in aide is not considered to be a remaining family member and has no rights to the unit when and if the head of household or co-head moves out of the unit, is evicted or is deceased.
- Foster children and foster adults are never considered remaining family members and have no rights to the unit when and if the head of household or co-head moves out of the unit, is evicted or is deceased.
- If a separation is the result of a divorce or separation under a settlement or judicial decree, PHA will follow any court determination of which family members retain use of the unit.
- In order for a minor to continue to receive assistance as a remaining family member, the court has to have awarded emancipated minor status to the minor or PHA has to verify that Social Services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period of time.
- If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA will ensure that the victim remains on the program.
- If exceptional circumstances exist concerning the remaining member of a tenant family, a discretionary administrative determination may be made by the PH program designee on a case-by-case basis.

12.27 Squatters

Any live-in aide, foster child or foster adult attempting to remain in the PH unit after the head of household or co-head, vacates the unit, is evicted or becomes deceased will be considered a squatter and may be evicted through a squatter eviction in accordance with the law.

12.28 Guests

A guest is a person temporarily staying in the unit with the consent of a member of the family who has expressed or implied authority to so consent.

A guest can remain in the assisted unit no longer than 30 consecutive days during any twelve month period or 90 cumulative days during any 12-month period, unless an exception is made under extenuating circumstances as determined and granted in writing by PHA.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted family more than 50 percent of the time (at least 183 days/year), are not subject to the time limitations of guests as described above.

A tenant may request an exception to this policy for valid reasons (i.e., care of a relative recovering from a medical procedure is expected to last more than 30 consecutive days). An exception will not be made unless the tenant can identify and provide documentation of the residence to which the guest will return.

Individuals who present a PHA unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants of that unit. Guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence will represent a violation of the lease. Roomers and lodgers shall not be permitted to move in with any tenant. Violation of this provision is grounds for termination of the lease

12.29 Notice of Move or Intent to Vacate

The tenant must notify PHA before the family moves out of the unit, or terminates the lease. The tenant must submit a signed Notice of Intent to Vacate form and return the keys to the management office prior to vacating the unit. Failure to do so will result in the continuation of rental charges. Households who fail to return the keys will be charged a fee for the cost of replacing the door locks and keys. Such fees will be included in the schedule of maintenance charges.

The family must pay any outstanding balances owed to PHA at the time the unit is vacated. If the outstanding balance is not paid within one month after the family vacates the unit, the unpaid balance will be collected through a third-party collection agency.

12.30 Rent Payments During Eviction Proceedings

Tenants are obligated to pay rent in full and any additional legal charges incurred by PHA, even if the tenant has been served with a Notice of Termination of Lease. If the tenant is eligible for a grievance hearing and files a timely grievance, eviction proceedings may not continue until a hearing officer renders a decision concerning the grievance. However, after PHA's alleged action or inaction the tenant must pay rent into escrow or pay into an account the monthly rent due prior to being scheduled for a grievance hearing.

CHAPTER 13: PETS

13.1 Overview

This chapter contains PHA's policies on the keeping of pets and any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of PHA to provide a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of PHA.

13.2 Assistive Animals

Assistive Animal or Assistive/Service Animal: An animal which provides assistance, services or support to a person with disabilities and which is needed as a reasonable accommodation to such an individual. Such animals work, provide assistance, or perform tasks for the benefit of a person with a disability or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability (for example a dog guiding an individual with impaired vision or alerting an individual with impaired hearing). An assistive animal shall not be counted in the number of pets kept in a household.

Assistive animals – often referred to as "service animals," "assistive animals," "support animals," or "therapy animals" – perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or vision impaired;
- Alerting individuals who are deaf or hearing impaired;
- Providing minimal protection or rescue assistance;
- Pulling a wheelchair;
- Fetching items;
- Alerting persons to impending seizures; and
- Providing emotional support to persons with disabilities who have a disability-related need for such support.

Assistive animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to PHA's pet policies described in this ACOP unless otherwise indicated in this ACOP.

13.2.1 Approval of Assistive Animals

This subsection applies to assistive animals only. Tenants of PHA with disabilities are permitted to have assistive animals, if such animals are necessary as a reasonable accommodation for their disabilities. PHA tenants or potential tenants who need an assistive animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy in this ACOP. A reasonable accommodation requires that there is a relationship between the person's disability and the person's need for the animal.

Tenants must register their assistive animal with their Asset Manager before it is brought onto PHA's property. The registration must include a certificate signed by a licensed veterinarian or a local authority

empowered to inoculate animals (or designated agent of such an authority) stating that the animal has received all inoculations required by applicable local law.

There are no size or breed restrictions on assistive animals; however, the tenant is still required to follow all of the terms and conditions of the lease, including the ability to ensure the peaceful enjoyment of the development by others. PHA also reserves the right to deny requests for service and assistive animals based on state and local law. No application fee is required for assistive animals.

13.2.2 Care and Handling of Assistive animals

This subsection applies to assistive animals only. Tenants must care for assistive animals in a manner that complies with state and local laws, including anti-cruelty laws.

Tenants must ensure that assistive animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other tenants.

When a tenant's care or handling of an assistive animal violates these policies, PHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If PHA determines that no such accommodation can be made, PHA may withdraw the approval of a particular assistive animal.

13.3 "Pet" Defined

Pet means a domesticated animal that is commonly kept as a household pet in a community, such as a dog, cat, bird, or fish. A pet is a companion animal that is kept in the home for pleasure rather than commercial or breeding purposes.

13.4 Pet Restrictions

Pet ownership shall be limited to common domesticated household pets, which shall be defined to include a dog, bird, cat or fish and other species as allowed under this policy, i.e. hamster.

The following animals are not considered household pets for purposes of this policy:

- Birds of prey;
- Wild, or feral animals; and
- Live-stock.

The following animals are not permitted:

- Any animal whose adult weight will exceed 25 pounds;
- Dogs and cats over two months of age that have not been neutered or spayed;
- Any animal not permitted under local/state law or code; and
- Pets of a demonstrated vicious or aggressive disposition will not be permitted. Any animals deemed by management to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be approved.

13.5 Application and Registration of Pets

Tenants are required to complete a PHA application requesting to bring an animal as a pet into their household. Applications must be submitted to the Asset Management Office. Management must approve the application before the pet(s) can be brought onto the PHA development.

A completed application includes the following:

- Completed application form.
- Basic information about the pet, including but not limited to, name, weight and age.
- Documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations and vaccinations required by local/state law, and that the pet has no communicable disease(s) and is pest-free.
- In the case of a dog, a copy of a current City of Philadelphia license. In the event the pet owner has obtained a permanent license, a copy of the microchip number or tattoo must be provided.
- Certification that dogs and cats have been neutered or spayed by the time they are two months of age. In the case of dogs and cats under two (2) months old, certification must be provided within thirty (30) days of the pet reaching two months (2) of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.
- Contact information for the pet's attending veterinarian, including name, address and telephone number (if applicable).
- Designation of two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

If the tenant cannot comply with one or more of the application requirements listed above, the tenant must present to PHA management documentation from a licensed veterinarian stating the reason why these items cannot be provided.

Pets will not be approved to reside in a unit until completion of the application process and all related requirements are met.

PHA management shall approve or reject the application within thirty (30) business days from the date of submission.

13.6 Non-refundable Application Fee

A nonrefundable pet application fee of $50.00 is required for each pet maintained under this policy with the exception of fish, birds and other allowed pets for which there will be a $50 charge per unit rather than per pet. New tenants and current tenants who later obtain a pet may pay in full or may split the payment into two separate payments of $25.00 a month over a 2-month period upon approval of management.

The application fee is not part of the rent payable by the tenant.

13.7 PHA Refusal to Register Pets

PHA will refuse to register a pet, or continue an existing pet registration, if:

- The pet is not a pet as defined by PHA in this policy;
- Keeping the pet would violate any pet restrictions listed in this policy;
- The pet owner fails to provide complete pet registration information, or fails to update the registration as required;
- The applicant has previously been charged with animal cruelty under local/state law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order; or
- PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

Any denial of an application for pet ownership shall be issued in writing. The notice shall specify the reason(s) for the denial and will inform the tenant of the right to appeal the decision in accordance with PHA's grievance procedures.

13.8 Pet Agreement

Tenants who have been approved to have a pet must enter into a pet agreement with PHA, or the approval of the pet will be withdrawn.

The pet agreement is the tenant's certification of receipt of a copy of PHA's pet policy and applicable House Rules, that the tenant has read the policies and/or rules, and understands and agrees to comply with the polices and/or rules.

The tenant further certifies by signing the pet agreement that he or she understands that noncompliance with PHA's pet policy and applicable House Rules may result in the withdrawal of PHA approval of the pet or termination of tenancy.

13.9 Number of Pets

Tenants may own a maximum of two (2) pets. The maximum number of pet types and allowed pet combinations are as follows:

- Cat: 1 per unit;
- Dog: 1 per unit;
- Birds: Not more than 2 per unit;
- Fish: 1 single aquarium, not to exceed 20 gallons in capacity. In the case of fish, tenants may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 20 gallons. Such a tank or aquarium will be counted as 1 pet; and
- Other Allowed Pets: 1 per unit. For example one hamster

The following are examples of combinations of pets allowed in a unit:

- 1 dog and 1 cat; or
- 1 dog and 1 aquarium; or
- 1 dog and 1 bird; or
- 1 cat and 1 aquarium; or
- 1 cat and 1 bird or
- 1 dog and 1 hamster

13.10 Ongoing Certifications and Reporting

Once approved, tenants must provide the following information at the time of regular recertification or more frequently as necessary:

- Listing of persons designated as responsible parties for the care of the pet in the event the owner can no longer take care of the pet;
- A copy of any applicable licenses – an annual dog license issued by the City must be provided to PHA;
- In the event the pet owner has obtained a permanent license, a copy of the microchip number or tattoo must be provided;
- Contact information for the pet's attending veterinarian, including name, address and telephone number (if applicable); and
- Provide (if not contained in the tenant file of an approved pet owner) proof of:
    - Dog or cat being spayed/neutered or certification from a veterinarian stating that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary;
    - Required inoculations and vaccinations; and
    - Pet not having a communicable disease and being pest free.

13.11 Pet Ownership Rules

Any repeated offenses of the pet ownership rules may be considered grounds for lease termination.

13.11.1 Pet Area Restrictions

Pets must be maintained within the tenant's unit. Birds shall be maintained in appropriately constructed cages.

When taking pets outside the unit on PHA property, pets must be under the control of the tenant or other responsible individual at all times and the owner shall adhere to the following rules:

- Dogs must be leashed or in an appropriate animal transport container; and

- All other species must be in an appropriate transport contain.

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

Pet owners are not permitted to exercise pets or permit pets to deposit waste on development premises outside of the areas designated for such purposes.

13.11.2 Cleanliness

All pet owners are fully and solely responsible for the disposal of pet waste (including litter), both inside and outside their unit. Proper disposal means placing the waste in a sealable plastic bag and placing the bag in a container designated by the development Asset Manager.

Litter box requirements:

- Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner; and

- Litter boxes shall be kept inside the tenant's dwelling unit. Pet waste or pet litter shall not be disposed of in the toilet.

The tenant shall keep the unit and surrounding areas free of pet odors, insect infestation, waste and litter and maintain the unit in a sanitary condition at all times.

If pet owners do not properly dispose of pet waste they shall be in violation of Title 10 of the Philadelphia Municipal Code. Removal of pet waste. See policy on **Pet Waste Removal Charges.**

13.11.3 Alterations to Unit

Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

13.11.4 Noise

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other tenants or interrupt their peaceful enjoyment of their housing unit or premises.

This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

13.11.5 Responsible Parties

A tenant who cares for another tenant's pet must be listed as a designated person for the care of that pet and must notify PHA and sign a statement that they agree to abide by all of the pet rules.

13.11.6 Pets Temporarily on the Premises

Pets that are not owned by a tenant are not allowed on the premises. Tenants are prohibited from feeding or harboring stray animals.

This rule does not apply to assistive animals.

Tenants may not temporarily care for pets of friends or relatives in their units unless they have been designated by the pet owner on the application for pet ownership as a responsible party for the care of the pet.

13.12 Additional Rules

Dog owners are required to comply with state and City of Philadelphia Public Heath, Animal Control and Animal Anti-Cruelty laws and regulations.

Pet owners must prevent pets from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floors and other fixtures of the tenant's unit and common areas.

The presence of a pet may not interfere with the routine pest extermination, routine repairs and/or inspection of the unit. The tenant is responsible for removing or otherwise protecting pets every time extermination or maintenance is scheduled.

Pet owners will not allow pets to disturb the health, safety, rights, comfort or quiet enjoyment of other tenants. Repeated, substantiated complaints from other tenants, neighbors or PHA personnel regarding pets disturbing the peaceful enjoyment of the premises through noise, smell, animal waste or other nuisance will result in the tenant having to remove the pet or be subject to lease violation procedures.

Individual PHA developments may impose stricter limits on the Pet Rules by a documented Resident Council meeting and vote of affected tenants. A vote shall be held if at least ten percent (10%) of the affected families petition for stricter rules. All affected families shall receive at least 72 hours advance notice of the date, time and place of the election and of the exact language of the proposition. The decisions shall be made by majority vote. These additional development restrictions will be a part of the development's House Rules.

Pets should not be left alone for more than 24 hours. They should be cared for by a designated person or taken to a kennel or appropriate shelter. In the event that a pet is left alone in an unoccupied apartment, due to vacation, illness or other absence of the tenant, and the pet is not being properly cared for, Management shall attempt to contact the tenant or the tenant's emergency contact to remove the animal. If this is not successful, the Asset Manager may have the pet removed at the owner's expense to an appropriate animal shelter. This action will be taken as expeditiously as possible to prevent harm to the apartment, other tenants and/or the animal. The Asset Manager shall record all such actions taken in the tenant's file.

13.13 Pet Rule Violations

All lease enforcement and eviction actions taken as a result of this policy shall comply with PHA's lease and grievance procedures.

In addition to failure to comply with the lease, if PHA, through the Asset Manager, determines that the presence of a pet constitutes a risk of damage to PHA property or creates a threat to the health and safety of any member of the Public Housing community, or neighborhood, including tenants, household members, guests and/or employees, PHA may require the removal of the tenant's pet upon 48 hours written notice. Failure to comply with this notice shall be deemed a lease violation. Any violation shall give rise to all appropriate remedies under the lease, including institution of eviction proceedings. In the case of vicious dogs, PHA may make a complaint to the City of Philadelphia Dog Control Unit.

All complaints of cruelty and all dog bites will be referred to local/state animal control or an applicable

agency for investigation and enforcement.

13.14 Unauthorized Pets

If an unauthorized pet is seen in a tenant's unit, a letter of violation will be given to the tenant. This letter shall state that the tenant must remove the pet within ten (10) business days or eviction proceedings will commence. Ten (10) business days after this letter is given to the tenant, the Asset Manager will inspect the unit and verify whether the pet has been removed from the unit.

If the tenant still has the pet or has not otherwise responded to the violation letter, the pet owner will be served with a private conference notification. If the tenant does not attend the private conference, a thirty (30)-day notice to evict will be issued. If the tenant attends the conference, the tenant must:

- Agree to correct the lease violation;
- Provide alternative evidence and/or explanations;
- Already have corrected the problem; or
- Follow the procedures in the pet policy to submit an application to house a pet.

The Asset Manager shall follow-up to verify that the tenant has removed the pet within a week or has otherwise complied with the pet policy. Should the tenant refuse to comply, or if the tenant has been a repeat offender of the pet policy, the Asset Manager will proceed with eviction.

13.15 Violation Notice

The violation notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state that:

- The pet owner has ten (10) business days from the date of service of the notice to correct the violation or make written request for a meeting to discuss the violation;
- The pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
- The pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy.

13.16 Notice for Pet Removal

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

The notice will contain:

- A brief statement of the factual basis for PHA's determination of the pet rule that has been violated;
- The requirement that the tenant /pet owner must remove the pet within 30 calendar days of the notice; and
- A statement that failure to remove the pet may result in the initiation of termination of tenancy

procedures.

13.17 Pet Removal

If the death or incapacitation of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

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

13.18 Termination of Tenancy

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

- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; or
- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

13.19 Emergencies

PHA will take all necessary steps to ensure that pets who become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for PHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

13.20 Charges for Pet-Related Damages During Occupancy

Pet owners shall be held liable and charged for the following items:

- Repairing and replacing damaged areas of the exterior or interior doors, walls, floors, floor coverings and fixtures in the unit, common areas or other units damaged by the owner's pet;
- Cleaning, deodorizing and sanitizing carpeting and other floor coverings in the apartment or common area as necessitated by the presence of the pet;
- Short and long-term pet care or disposition necessitated by the inability or unwillingness of the tenant or tenant's designated caretaker to assume responsibility for the pet; and
- Any pet-related insect infestation. PHA reserves the right to exterminate and charge the tenant for such services.

The tenant shall pay promptly, upon receipt of a bill, the cost of all materials and/or labor for repair of any damage caused by the tenant's pet.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs in accordance with this ACOP.

Charges for pet-related damage are not part of rent payable by the tenant.

13.21 Pet Waste Removal Charge

Repeated failure by a tenant to take responsibility for waste disposal shall be deemed a lease violation, even if the tenant has paid any charges involved. Failure to pick up pet waste in common areas will result in a twenty-five dollar ($25.00) pet waste removal charge per occurrence. This charge is below the max fines under Title 10 of the Philadelphia Municipal Code. Removal of pet waste.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable upon receipt. If the family requests a grievance hearing within the required timeframe, PHA may not take action for nonpayment of the charge until the conclusion of the grievance process.

Charges for pet waste removal are not part of rent payable by the tenant.

CHAPTER 14: COMMUNITY SERVICE

14.1 Overview

If required by law, PHA will ensure tenant compliance with the community service and self-sufficiency requirement (CSSR)**.** Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance tenant self-sufficiency, or increase tenant self-responsibility in the community. Community service is not employment and may not include political activities. In administering community service requirements, PHA will comply with all nondiscrimination and equal opportunity requirements. In the event that HUD stays the CSSR requirement, this policy will be suspended, in accordance with any applicable HUD guidelines, until HUD otherwise notifies PHA.

14.2 Basic Community Service & Self-Sufficiency Requirements

- Each non-exempt adult in a family must contribute and document 8 hours of community service per month or participate in an economic self-sufficiency program for 8 hours per month. The CSSR activities may be completed at 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed annually.

- The CSSRs may also be met by performing a combination of community service and participation in an economic self-sufficiency program.

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

- Political activity is excluded.

- Work activity must not take the place of work performed by paid employees; however, tenants may do community service on PHA property or with or through PHA programs to assist or enhance work done by a PHA employee.

- At lease execution and regular recertification, each adult member (18 or older) of a Public Housing tenant family must sign an acknowledgement that he/she has received and read the CSSR including the requirement to self-certify and PHA's right to validate such certification. Further the tenant acknowledgement includes tenant understanding that failure to comply with the CSSR will result in lease termination.

- Tenants must provide notice to PHA of a change in exempt status. See policy in **14.11 Change in Status Between Annual Determinations**.

14.3 PHA Obligations

- PHA will give each family a written description of the community service requirements, the process for claiming status as an exempt person, and the process for PHA verification of exempt status;

- To the greatest extent possible and practicable, PHA and its property managers will:

  - Provide names and contacts at agencies that can provide opportunities for tenants, including those with disabilities, to fulfill their CSSR; and

- Provide referrals for volunteer work or self-sufficiency programs;

- PHA will provide the family with recording/ certification documentation forms and a copy of the Community Service policy;

- PHA will determine exempt or non-exempt status regarding community service and notify the family of the determination;

- PHA will review family compliance with CSSRs and will verify such compliance at least 30 days before the end of the lease term. Where PHA has two and three year lease terms, PHA will complete verification of compliance every two years or three years as applicable.

- PHA will notify families that it will be validating a sample of self-certifications of completion of the CSSR.

- PHA will take appropriate action for failure to comply with the CSSR;

14.4 Exempt Tenants

An adult (meaning a person aged 18 or older) member of the family who qualifies as outlined below is considered to be exempt from the CSSR. PHA will make the final determination as to whether to grant an exemption from the community service requirement. If a tenant does not agree with PHA's determination, the tenant may dispute the decision through PHA's Grievance Procedure.

- Is 62 years of age or older;

- Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or is a primary caretaker of such individual; or

- Engaged in work activities (see **14.5 Work Activities**).

Individuals who have special circumstances which they believe will prevent them from completing the required community service hours for a given month, must notify PHA in writing. PHA will review the request and notify the individual of its determination. PHA may require those individuals to provide documentation to support their claim.

14.5 Work Activities

An individual may be exempt from the CSSR requirement because he/she is "engaged in work activities." Thirty (30) hours per week is the minimum number of hours for a work activity to be eligible for the exemption.

The person must be participating in an activity that meets one of the following definitions of "work activity" contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):

a. Unsubsidized employment;

b. Subsidized private-sector employment;

c. Subsidized public-sector employment;

d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;

e. On-the-job-training;

f. Job-search;

g. Community service programs;

h. Vocational educational training (not to exceed 12 months with respect to any individual);

i. Job-skills training directly related to employment;

j. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;

k. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;

l. Able to meet requirements under a state program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program in Pennsylvania, including a state-administered Welfare-to-Work program; or;

m. A member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of Pennsylvania, including a state-administered Welfare-to-Work program, and has not been found by the state or other administering entity to be in non-compliance with such a program.

14.6 Community Service

Community Service is volunteer work that benefits the property or the local neighborhood. Eligible community service activities include, but are not limited to:

- Serving at local public or nonprofit institutions, such as: schools, Head Start Programs, before-or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);

- Serving at non-profit organizations serving PHA tenants or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs or beautification programs;

- Serving at programs funded under the Older Americans Act, such as: Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;

- Serving at public or nonprofit organizations dedicated to seniors, youth, children, tenants, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;

- Serving at PHA housing to improve grounds or provide gardens (so long as such work does not alter PHA' s insurance coverage); or work through tenant organizations to help other tenants with

problems, including serving on the Resident Advisory Board, outreach and assistance with PHA-run self-sufficiency activities including supporting computer learning centers; and

- Providing care for the children of other tenants so parents may volunteer.

14.7 Self Sufficiency Activities

For purposes of satisfying the CSSR, an *economic self-sufficiency program* is defined by HUD as: Any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families. The self-sufficiency hours counted toward the monthly community service requirement will be the hours when a non-exempt adult is actually attending class or engaged in job training. It will not include time in transit.

Economic self-sufficiency programs include, but are not limited to:

- Job readiness or job training while not employed;
- Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers;
- Higher education (junior college or college);
- Apprenticeships (formal or informal);
- Substance abuse or mental health counseling;
- Reading, financial and/or computer literacy classes;
- English as a second language and/or English proficiency classes; and
- Budgeting and credit counseling.

14.8 Community & Self-Sufficiency Requirement Partnerships

PHA may, through its Family Self-Sufficiency program, coordinate Individual Training and Service Plans (ITSPs) with the community and self-sufficiency requirements (CSSR). Specific CSSR activities may be included in the ITSPs to enhance a person's progress toward self-sufficiency. Regular meetings with PHA Coordinators may satisfy CSSR activities. FSS Program Coordinators may verify community service hours within individual monthly logs.

14.9 Documentation and Verification

If qualifying activities are administered by an organization other than the PHA, a family member who is required to fulfill a service requirement must provide one of the following:

- A signed certification to PHA by such other organization that the family member has performed such qualifying activities; or

- A signed self-certification to PHA by the family member that he or she has performed such qualifying activities.

PHA will ensure the following related to CSSR documentation:

- If anyone in the family is subject to the community service requirement, PHA will provide the family with community service documentation forms.

- At lease execution and at least 30 days prior to the lease anniversary, each adult member (18 or older) of a Public Housing tenant family must sign an acknowledgement that he/she has received and read the CSSR. Further the tenant acknowledgement includes tenant understanding that failure to comply with the CSSR will result in lease termination.

- At lease execution and at least 30 days prior to the lease anniversary each exempt adult member must provide documentation that they are exempt from the CSSR.

- If PHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, PHA has the right to request additional documentation to verify CSSR participation.

- PHA will retain reasonable documentation of service requirement performance or exemption in participant files.

If a signed self-certification is used to verify CSSR requirements, the signed self-certification must include the following:

- A statement that the tenant completed the number of hours listed on the self-certification and that the statement is subject to the penalties of perjury;

- The name, address, phone number and a contact person at the community service provider or economic self-sufficiency program;

- The date(s) during which the tenant completed the community service activity, or participated in the economic self-sufficiency program;

- The number of hours and type of activity completed; and

- A certification that the tenant's statement is true.

For residents under lease at the time this policy is amended, PHA will review annual compliance and obtain third party verification for that lease cycle. For subsequent lease cycles after the self-certification policy is amended, PHA will accept the resident self-certification of community service.

PHA will not accept resident self-certifications for residents who are under a community service cure agreement until the resident has completed and PHA has conducted third party verification that the resident has completed the required community service hours.

14.10 Validating Community Service Self-Certifications

Where PHA accepts self-certifications to verify completion of CSSR requirements, PHA will validate a sample of such self-certifications using third-party certification from the organization to verify that the family member has performed such qualifying activities. PHA will use the HUD sample size requirements to determine the number of self-certification validations to be conducted and will determine a point in time each year to determine the universe and sample size requirement.

The universe of self-certifications will include only residents that submitted a self-certification and should <u>not</u> include:

- Residents under 18 or 62 years of age or older;
- Residents that are exempt;
- Residents for which PHA receives third party verification of compliance with the CSSR; and
- Residents that did not complete the required CSSR.

To validate a self-certification, PHA will obtain third party documentation that contains:

- The name of the organization or person,
- The number of hours completed by the resident,
- A signature from the appropriate staff person within the third party organization or person
- Contact information for the third party organization or person

PHA will accept a third party generated document directly from the third party or from the resident. PHA will retain any self-certifications, third party validations and/or information related to fraudulent self-certification in the resident's file for at least two years from the date the documents are received by PHA.

14.10.1 Fraudulent Community Service Self Certification

In the event PHA determines a resident has submitted a fraudulent self-certification, PHA will provide a notice of noncompliance to the resident. If the resident agrees to sign a cure agreement, PHA will obtain written third-party documentation of the resident's compliance with the requirements of the workout agreement. Should the resident refuse to enter into a cure agreement pursuant to the notice of noncompliance, PHA will take steps to terminate the tenancy of the resident.

14.11 Change in Status Between Annual Determinations

Exempt to Non-Exempt Status: If an exempt individual becomes non-exempt during the lease term, it is the family's responsibility to report this change to PHA within 30 calendar days.

After reporting such a change, or PHA determining such a change is necessary, PHA will provide the resident with:

- The effective date of the CSSR requirement
- A copy of the CSSR policy
- Community Service Certification of Status Form (signed and dated by the resident)
- Regular Renewal Acknowledgement Form (signed and dated by the resident)
- Community Service Self-Sufficiency Self-Certification Form (on which to record CSSR activities)

The effective date of the community service requirement will be the first of the following month.

Non-Exempt to Exempt Status: If a non-exempt person becomes exempt during the lease term, it is the family's responsibility to report this change to PHA within 30 calendar days. Any claim of exemption will be verified by PHA in accordance with PHA policies.

After reporting such a change, or PHA determining such a change is necessary, PHA will provide the family written notice that the family member is no longer subject to the community service requirement, if PHA is able to verify the exemption.

The exemption will be effective immediately.

14.12 Notice of Non-Compliance of a Non-Exempt Household Member

In the event a tenant does not provide documentation of the CSSR, the tenant will have five (5) business days to submit the PHA-required documentation form(s). If the tenant fails to submit the documentation within the required time frame or within any PHA approved extension, the tenant will be considered non-compliant with the CSSR and a notice of non-compliance will be issued. The notice of non-compliance will include:

- A brief description of the finding of non-compliance with the CSSR.
- A statement that PHA will not renew the lease at the end of the current lease term unless the tenant enters into a written cure agreement with PHA or the family provides written assurance that is satisfactory to PHA explaining that the non-compliant tenant no longer resides in the unit.

14.13 Enforcement Documentation

If a tenant is non-compliant with the CSSR, PHA will not renew the lease at the end of the term unless the tenant agrees to enter into a cure agreement or the family provides a written declaration that the non-compliant family member no longer resides in the unit.

The cure agreement includes the means through which a non-compliant family member will comply with the CSSR requirement. The family will have ten (10) business days from the date of the notice of non-compliance to enter into a cure agreement to cure the non-compliance over the course of the upcoming lease term. If after the cure period, the family member is still not compliant with the CSSR, PHA shall terminate tenancy of the entire family, according to PHA's lease, unless the family provides documentation that the non-compliant family member no longer resides in the unit.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before PHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

If the family does not request a grievance hearing within the required time frame, or does not take either corrective action required by the notice of noncompliance, PHA will terminate tenancy in accordance with the lease termination policy found in this ACOP.

14.14 PHA Implementation of Community Service

PHA will not substitute any community service or self-sufficiency activities performed by tenants for work ordinarily performed by PHA employees, or replace a job at any location where tenants perform activities to satisfy the service requirement.

If a disabled tenant certifies the inability to perform community service, PHA will ensure that requests for reasonable accommodation are handled in accordance with the Reasonable Accommodation policy found in this ACOP.

14.15 PHA Program Design

PHA may administer its oversight of and tenant participation in qualifying community service or economic self-sufficiency activities directly, or may make community service activities available through a contractor, or through partnerships with qualified organizations, including tenant organizations, and community agencies or institutions.

CHAPTER 15: TRANSFER POLICY

15.1 Overview

PHA shall transfer tenants based on PHA initiated actions or approved tenant requests. PHA transfer policies will be carried out in a manner that does not violate fair housing laws.

Residents who wish to transfer from one site to another (outside of the necessary transfers) within PHA's Public Housing Program, must apply to be placed on the applicable SBWL assuming the waiting list is open. Additionally, residents must wait until after their initial lease term to submit an application for housing at a PHA PH conventional or scattered site.

Policies in this chapter do not apply to transfers to and from PAPMC sites with the exception of the policies related to accessible unit transfers.

15.2 Types of Transfers

The following are the types of transfers allowed under PHA's Transfer Policies.

- Emergency Maintenance;
- Emergency Public Safety;
- Demolition, Disposition, Revitalization or Rehabilitation;
- Transfer from Accessible Units
- Occupancy Standards;
- Reasonable Accommodation;
- Rental Assistance Demonstration (RAD) Transfer 1;
- Rental Assistance Demonstration (RAD) Transfer 2;
- Rental Assistance Demonstration (RAD) Transfer 3 and
- MTW Transfers

15.3 Mandatory Transfers

PHA may require that a tenant transfer to another unit under some circumstances. Transfers required by PHA are mandatory for the tenant. If a tenant does not move based on a mandatory transfer, PHA may move to terminate tenancy. Mandatory transfers are initiated by PHA management with the forwarding of a Notice of Proposed Action to a tenant. The notice explains the reason for the transfer and informs the residents of the right to a conference within five (5) days from the date of the notice, as well as the right to file a grievance in accordance with PHA's Grievance procedure. If the family requests a grievance hearing within the required timeframe, PHA may not take action on the transfer until the conclusion of the grievance process.

The following is the list of PHA mandatory transfers:

- Emergency Maintenance;
- Demolition, Disposition, Revitalization or Rehabilitation;
- Transfer from an Accessible Unit; and
- Occupancy Standards.

15.4 Tenant-Initiated Transfers

Transfers that are tenant-initiated are not mandatory. The following is the list of PHA transfers that are tenant-initiated:

- Transfer to an Accessible Unit;
- Reasonable Accommodation;
- Emergency Public Safety;
- Rental Assistance Demonstration (RAD) Transfer 1;
- Rental Assistance Demonstration (RAD) Transfer 2; and
- Rental Assistance Demonstration (RAD) Transfer 3.

15.5 Emergency Transfers

Emergency Transfers are transfers that are needed to ensure the health and/or safety of one or more family members. Emergency Transfers take precedence over new admissions and all other transfers and are contingent upon the availability of the appropriately sized and located unit.

15.5.1 Emergency Maintenance

Emergency Maintenance Transfers are initiated when maintenance conditions exist in the tenant's unit, building or at the site that pose an immediate, verifiable threat to the life, health or safety of the tenant or family members that cannot be abated within twenty-four (24) hours.

In these instances, the current unit has become uninhabitable and immediate relocation is required as a result of the following:

- Destruction by fire or other disaster; or
- The existence of a major maintenance problem that constitutes a serious danger to health and safety that cannot be repaired in a reasonable period of time or while the apartment is occupied.

If the transfer is necessary because of maintenance conditions, and an appropriate unit is not immediately available, PHA will coordinate temporary accommodations to the tenant by working with the Red Cross to offer temporary shelter or arranging for temporary lodging at a hotel or similar location.

If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, PHA will transfer the tenant to the first available and appropriate unit after the

temporary relocation.

15.5.2 Emergency Public Safety

There are different types of Emergency Public Safety transfers.

1. A family member is a victim of physical harassment, extreme or repeated vandalism to personal property and/or repeated verbal harassment, intimidation or coercion which places the household member(s) in imminent danger;

2. A household member requests a transfer under Protection from Sexual Violence or Intimidation Act (SVP and PFI) orders.

3. A household member is a victim of domestic violence, dating violence, sexual assault, and/or stalking under VAWA. See policies on **3.8.7 Victim Documentation** for document requirements to certify a VAWA claim. See PHA's Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking which is attached as an appendix to this ACOP.

4. The household needs to be relocated because of a household member's participation in a witness protection program or in order to avoid reprisal as a result of providing information to a law enforcement agency or participation in a witness protection program.

Where Emergency Public Safety transfers, other than VAWA, are concerned, the following apply:

- The condition(s) must be certified in writing by a local, State or Federal law enforcement agency. The following are examples of the type of documentation required for a family to qualify for this type of transfer: police reports, letter from law enforcement agency describing the situation and the need for a transfer, restraining order;

- It must be determined that the transfer is highly likely to result in an improvement to the tenant's safety; and

- Where appropriate, there must be documentation that the tenant is cooperating with law enforcement in the investigation and prosecution of the crimes that generated the need for the transfer.

15.6 Demolition, Disposition, Revitalization, or Rehabilitation

PHA will relocate a resident family with reasonable written notice when the unit or property on which the resident family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished.

If the PHA relocation plan calls for transferring Public Housing families to other Public Housing units, affected resident families will be given reasonable written notice and will be placed on the Transfer Waiting List.

In cases of revitalization or rehabilitation, the family may be offered a temporary relocation if applicable under the Uniform Relocation Act provisions, and may be allowed to return to their unit, depending on the established contractual and legal obligations, once revitalization or rehabilitation is complete.

Split-Family Transfers may be executed at the discretion of PHA to facilitate the relocation of families. See Occupancy Standards transfer description for Split Transfer requirements.

Demolition, Disposition, Revitalization, or Rehabilitation transfers are PHA initiated and are mandatory.

15.7 Transfers to and from Accessible Units

This transfer category covers transfers to and from accessible units.

Transfer <u>from</u> an Accessible Unit:
In the event an accessible unit/unit with accessible features is occupied by a family that does not require those features, PHA will initiate a transfer when a disabled tenant or applicant requiring the accessible unit/features is identified and a unit becomes available for the family vacating the accessible unit. Families may be required to transfer anywhere in PHA's inventory.

Families living in accessible units/units with accessible features who do not need the accessible unit/accessible features will be given 30 days' notice to move when a disabled tenant or applicant is identified who needs the features in the unit. The current resident will not be notified to move until a unit of appropriate size/type unit is identified.

Transfers from accessible units or from units with accessible features are initiated by PHA and are mandatory for the tenant.

Transfer <u>to</u> an Accessible Unit:
In the event a family needs an accessible unit or unit with accessible features, the family may request and PHA, upon verification of the need for the accessible unit/features, will initiate a transfer. PHA will follow the hierarchy of transfers and accessible unit policies in transferring families who require accessible units/features. The following are examples of the reasons for these accessible unit transfers:

- The need to be in a ground floor unit or a unit with an accessible path if a family member is unable to climb stairs;

- The need for a fully accessible unit;

Transfers to accessible units are tenant initiated.

15.8 Occupancy Standards

PHA will transfer resident families when the family size has changed and the family is now too large (under-housed) or too small (over-housed) for their unit.

Occupancy Standards transfers will be initiated by PHA when applicable household changes dictate the need for an occupancy standard transfer. Occupancy Standards transfers are mandatory for the resident. Over/under-housed status will be determined at the time of recertification/interim recertification.

PHA may elect not to transfer an over-housed family in order to prevent vacancies.

A family that is required to move because of family size will be advised by PHA that a transfer is necessary and that the family has been placed on the appropriate transfer list.

If a family opts for a smaller unit size than would normally be assigned under PHAs occupancy standards, PHA may require the head of household's signature on a lease amendment acknowledging and agreeing with the approved guideline exception.

To alleviate an overcrowding situation, PHA may consider initiating a Split Family Transfer. Split Family Transfers will be initiated by PHA as a means of addressing an overcrowding situation. Families that split into two (2) "new" families may be required to transfer to two (2) different units. In the event that a Split

Family Transfer is identified by PHA as a means to address an overcrowding situation, the following conditions must be met:

- All members of the family must be listed on the most recent lease and recertification documentation;
- The family must be overcrowded;
- Both heads of household must be legally capable of executing PHA's dwelling lease;
- The original head of household and any members that will remain in that family must be eligible for Public Housing and must pass the transfer screening criteria; and
- The splitting family (new head of household and family members) must be eligible for Public Housing and must pass applicant screening criteria.

15.9 Reasonable Accommodation

PHA will transfer resident families with a member that has a verifiable disability that requires an accommodation that cannot be reasonably provided in the resident family's existing unit. These transfers are resident initiated and will be granted only if the tenant demonstrates and PHA verifies a relationship between their disability and the need for a transfer. All such transfers shall be subject to existing federal, state and local laws.

Split family transfers may be initiated by PHA as a means to address a reasonable accommodation transfer. If PHA can only accommodate a family in an appropriate unit by initiating a split family transfer, PHA will authorize the split family transfer and transfer the family to two different units.

Examples of the types of Reasonable Accommodation requests warranting a transfer may include:

- The need to be located near a required treatment facility or to be closer to transportation in order to get to a required treatment facility; or
- The need for a live-in aide.

15.10 Rental Assistance Demonstration (RAD) Transfers

Conversion Households, which are families living at PH properties at the time they were converted under RAD to Project Based Assistance, may request a transfer to another PHA PH development consistent with the RAD Transfer policies below. PHA will process RAD transfer requests per the **15.12 Order of Processing Transfers** policy.

For all RAD Transfers, PHA will allow eligible Conversion Households the option to select up to five PH scattered site/conventional developments to which they would consider transferring.

Under any of the RAD Transfers, if the Conversion Household transfers back into a PH development, the Conversion Household will become a PH family and will subject to the PH policies and will no longer be eligible for RAD transfer preferences.

Pre-Conversion and Post-Conversion:

- **RAD 1 Transfers:** Applies to Conversion Households living in developments converted under RAD where the development has Low Income Housing Tax Credit (LIHTC) financing and the Conversion Household is not income eligible under Tax Credit guidelines. The Conversion Household will be

provided with a preference to transfer to a conventional or scattered site PH development prior to and after the effective date of the conversion. The RAD 1 transfer is voluntary. The tenant may choose to live at the RAD LIHTC development if the tenant does not wish to transfer.

At Conversion:

- **RAD 2 Transfers:** Applies only to Conversion Households, at the time of conversion, who wish to remain in PH. The RAD 2 transfer is voluntary.

Post-Conversion:

- **RAD 3 Transfers:** Applies only to Conversion Households who currently live in a RAD converted PBV development. Conversion Households, who wish to move back to PH, in lieu of being provided with a Housing Choice Voucher, will be provided with a RAD 3 transfer preference. PHA will provide the preference at the close of the initial lease term and at each subsequent lease anniversary in the RAD PBV development. RAD 3 transfers are voluntary.

15.11 MTW Transfers

MTW Policy

PHA may authorize a limited number of transfers from Public Housing (including PAPMC developments) to the HCV program and vice versa. These transfers will be referred to as MTW transfers.

PHA may provide for up to 50 HCVs and 50 public housing units to be transferred back and forth between PH and the HCV program. No more than 100 moves will be authorized per fiscal year.

Eligibility for the MTW transfers will be based upon immediate need, disability needs and availability of vouchers or PH units and will be evaluated on a case-by-case basis by PH and HCV senior management staff to determine the immediacy of the need.

MTW transfers from the HCV program to PH will be subject to the Transfer Good Cause Refusal policies in this ACOP.

If a resident transfers from PH to the HCV program, that household will be subject to HCV eligibility guidelines and vice versa. HCV tenants will be required to wait until the end of their current lease term to transfer to a PH unit, unless the landlord agrees to a mutual dissolution of the lease. MTW transfers are generally as a result of an immediate need. Once the transfer has been offered and accepted the household will be officially transferred to the new program.

15.12 Order of Processing Transfers

Generally, within each of the transfer categories below, transfers will be processed in order of the applicable preference, date/time of the resident family's transfer request (starting with the earliest date) and required unit type.

PHA's ratio of new admissions to transfers is 10 to 1. On an annual basis, PHA may review its current occupancy goals and objectives and, based on that review, may revise and establish a new ratio of transfers to new admissions. Emergency Maintenance and Emergency Public Safety, RAD 1, RAD 2, Demolition, Disposition, Revitalization, or Rehabilitation, Transfers to Make an Accessible Unit Available to a Disabled Family, Reasonable Accommodation and RAD 3 transfers will be processed before any new admissions

and are not subject to the new admission to transfer ratio.

Transfers will be processed in the following order:

1. Emergency Maintenance & Emergency Public Safety
2. Transfers to and from Accessible Units
3. Reasonable Accommodation
4. MTW Transfers
5. RAD 1 Transfers
6. RAD 2 Transfers
7. Demolition, Disposition, Revitalization, or Rehabilitation
8. RAD 3 Transfers
9. Over/under housed by more than 2 bedrooms
10. Over/under housed by 2 or less bedrooms

Over/Under housed transfers are based on availability of the appropriate location, size and features of the available units.

With the approval of PHA Management, PHA may, on a case-by-case basis, transfer a resident family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis. In the event this occurs, full documentation for the transfer rationale will be provided and placed in the resident's file.

15.13 Tenant Initiated Transfer

All tenants requesting Tenant-Initiated Transfers, except for Tenant Voluntary Transfer to Another PHA Site, will be required to submit a written request for transfer.

In the case of a reasonable accommodation transfer, PHA will encourage the tenant to make the request in writing using a reasonable accommodation request form. However, PHA will consider the transfer request any time the tenant indicates that an accommodation is needed whether or not a formal written request is submitted.

Families must document circumstances that serve as the basis for the transfer request in a form acceptable to PHA. Processing time and rights of appeal shall be governed by the applicable PHA grievance procedures.

PHA will verify the need for the transfer and determine eligibility for the requested transfer. PHA will respond either by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family.

PHA will respond promptly to the transfer request. If the family is not approved for the transfer, PHA will provide a denial letter to the family that will include information on the family's right to request a grievance.

15.14 Transfer Waiting Lists

A central Transfer Waiting List is administered by the Admissions Department. Operations staff submit requests for transfers, including necessary documentation, to the Admissions Department. Transfers are sorted into their appropriate categories by the Admissions staff according to the priority order. Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the Asset Manager.

15.15 Verification of Reason for Transfer

Decisions to transfer resident families are based on documented verification supporting the action. Without the required verification, a transfer will not be initiated. Such verifications may include the following, depending on the type of transfer:

- Third party verification from a healthcare provider verifying the need for an accommodation that cannot be satisfied in the tenant's current unit.
- Medical reports;
- Police reports;
- Proof of familial relationship or custody;
- Divorce decree;
- Change in family composition form;
- Copies of restraining orders;
- UPCS Inspection reports;
- For Emergency Public Safety Transfers, certification in writing by a local, state or federal law enforcement agency or VAWA certification (see **3.8 Violence Against Women Act Protections**);
- Fire department reports;
- Demolition/disposition application filed with HUD; and
- Schedule of work identifying units to be addressed.

15.16 Centralized Tracking and Occupancy System

Disabled families who require accessible unit features that are not offered in their current units will have the option to transfer to PHA and/or AME sites for which they wish to apply. Disabled transfer families may choose to be placed on up to five (5) PHA and/or all AME SBWLs. Alternatively, these families may elect to be placed on the 1st Available inventory-wide Waiting List.

Disabled transfer families will select their desired sites upon submission of an application for transfer request. Disabled transfer households seeking a are subject to PHA's policies on reasonable accommodations.

All transfers between PHA and AME sites, or from one AME site to another, will be processed as new applicants for the new site.

See **CHAPTER 21: REASONABLE ACCOMMODATIONS** for additional information concerning the Centralized Tracking and Occupancy System.

15.17 Transfer Offers

Tenants will receive one (1) offer of a transfer, except in the case of Reasonable Accommodation and Emergency Public Safety transfers. Residents being transferred, based on the approval of a Reasonable

Accommodation and/or Emergency Public Safety, may reject up to two (2) unit offers without having to provide good cause, before the resident is removed from the applicable waiting list. Tenants receiving a VAWA-based Emergency Public Safety transfer may be referred to another housing program pursuant to Section 15.11 and/or may be referred to a domestic violence victim services organization or programs if a safe unit is not immediately available.

When the transfer is required by PHA (mandatory), refusal of that offer without good cause will result in lease termination.

Emergency Transfers: Tenants must accept and execute a lease unit within three (3) business days of the date the unit is offer is communicated by PHA. Exceptions to this policy will be made on a case by case basis.

All Other Transfers: Tenants must accept a unit within three (3) business days of the date the unit offer is communicated by PHA and will be required to execute a lease within five (5) business days from the date of unit offer. Exceptions to this policy will be made on a case by case basis.

Acceptance of a unit must be made in writing.
~~The tenant must accept a unit within three (3) business days of the date the offer is communicated by PHA. Acceptance of a unit must be made in writing.~~

15.18 Good Cause for Unit Refusal

A tenant may refuse a transfer unit offer with verifiable good cause. See policies in **7.17 Good Cause for Unit Refusal**.

15.19 Cost of Transfers

PHA will pay for reasonable costs related to mandatory transfers. For all other transfers, all costs associated with the transfer will be the responsibility of the tenant family. PHA may make exceptions to this policy on a case by case basis.

15.20 Recertification Policies for Transfers

The original recertification date will remain the same when a family is transferring to a Public Housing/PAPMC unit, including when transferring within the same PAPMC building.

15.21 Tenant Voluntary Transfers to Another PHA Site

If a PH tenant wishes to move to another PH site, the tenant must submit an application to be placed on the desired SBWL. Assuming a Site Based Waiting List is open, existing PHA PH tenants may apply for housing on up to five (5) SBWLs. Existing PHA PH tenant families will have to wait until after the initial lease term to submit an application for housing at another PHA PH conventional/scattered site.

PH tenants wishing to move to another PH site are subject to PHA policies on waiting list, tenant selection and unit offer. Existing PHA PH tenants who submit applications for other PHA sites will have to pass the eligibility and suitability screening requirements used to determine continued occupancy as stated in this ACOP. Screening for income eligibility will not be completed for existing PHA PH tenant families wishing to move to another PHA site.

15.22 Security Deposits and Pet Application Fee at Transfer

When a family transfers from one unit to another, PHA will transfer their security deposit to the new unit. The tenant will be billed for any maintenance or other charges due for the “old” unit.

If the family has registered and been approved for a pet prior to the transfer PHA will transfer the pet application fee to the new unit. The tenant will be billed for any maintenance or other charges found to be due to pet ownership.

15.23 Court Orders

PHA will process Court Ordered transfers as mandatory transfers and will follow the court’s determination as to which family continues to receive assistance. Additionally, court-ordered transfer priority will be evaluated on a case-by-case basis.

CHAPTER 16: INFORMAL HEARINGS FOR APPLICANTS

16.1 Overview

When PHA makes a decision that has a negative impact on an applicant family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal hearing. HUD regulations do not provide a structure for or requirements regarding informal hearings for applicants (except with regard to citizenship status, to be covered in Part II). This part discusses PHA'S policies necessary to respond to applicant appeals through the informal hearing process.

16.2 Informal Hearing Process

Informal hearings are provided for public housing applicants. Informal hearings are intended to provide a means for an applicant to dispute a determination of ineligibility for admission to a project. Applicants to public housing are not entitled to the same hearing process afforded tenants under the PHA grievance procedures. Informal hearings provide applicants the opportunity to review the reasons for denial of admission and to present evidence to refute the grounds for denial.

16.3 Use of Informal Hearing Process

PHA will offer informal hearings to applicants for the purpose of disputing denials of admission.
Notice of Denial [24 CFR 960.208(a)]. PHA will not offer informal hearing to applicants who have been withdrawn from the waiting list, i.e. as a result of failure to attend screening interviews or not responding to a waiting list update. Such failure to act on the part of the applicant prevents PHA from making an eligibility determination; therefore, PHA will not offer an informal hearing.

16.4 Notice to the Applicant

PHA will give an applicant prompt notice of a decision denying assistance. The notice will contain a brief statement of the reasons for PHA's decision, and will also state that the applicant may request an informal hearing of the decision. The notice will describe how to obtain the informal hearing.

16.5 Scheduling an Informal Hearing

A request for an informal hearing must be made in writing and delivered to PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of PHA's denial of assistance.

16.6 Informal Review Procedures

The informal hearing will be conducted by a Hearing Officer who is a person other than the one who made or approved the decision under review, or a subordinate of this person. Generally, for informal hearings, PHA's Hearing Officer will review the case and render a decision.

Upon receipt of the written request for a hearing, the complainant will be notified, in writing, of the date, time and location of the hearing. A copy of the procedures governing the hearing will be made available to

the applicant.

- PHA will present its reasons and evidence supporting the denial of assistance to the applicant.

- The complainant will have the opportunity to present written or oral objections to PHA's decision, along with other factual or mitigating information that might lead the Hearing Officer to reconsider the determination of ineligibility and reverse the determination.

- The hearing will be conducted informally by the Hearing Officer. The Hearing Officer will require that PHA, the complainant and other tenants or witnesses conduct themselves in an orderly fashion. Failure to comply with the directives of the Hearing Officer to maintain order may result in expulsion from the proceeding or in a decision adverse to the interests of the disorderly party.

- The complainant may:

  - Retain counsel or other representation if desired, at his/her own expense (i.e., an attorney);

  - Examine before the hearing all PHA's documents and regulations that are relevant to the hearing and may copy such documents at his/her own expense;

  - Question any witness or witnesses; and

  - Present testimony and evidence in his/her favor.

- The complainant is entitled to a decision made by the Hearing Officer that is based solely on the evidence presented at the hearing.

- If the complainant or PHA fails to appear at the scheduled hearing, the Hearing Officer may make a determination to postpone and reschedule the hearing, or may make a determination that the party has waived his/her right to a hearing and will be withdrawn from the waiting list. Both the complainant and PHA will be notified of the Hearing Officer's determination.

- If the complainant does not request a hearing in accordance with PHA's established procedures, then PHA determination of ineligibility will become final. Failure to request a hearing will not constitute a waiver by the complainant of his/her right to contest PHA determination in an appropriate judicial proceeding.

- All requests for a hearing, along with the supporting documentation and a copy of the final decision will be retained in the complainant's file.

- PHA will notify the complainant, in writing, of its final decision after the informal hearing, including a brief statement of the reasons for the final decision.

16.6.1 Informal Hearing Decision – Denial of Assistance

In rendering a decision, PHA will evaluate the following matters:

- Whether or not the grounds for denial were stated factually in the notice denying assistance;

- The validity of grounds for denial of assistance. If the grounds for denial are not specified in the regulations, then the decision to deny assistance will be overturned;

- The validity of the evidence. PHA will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and the denial is required under applicable legal requirements, PHA will uphold the decision to deny assistance; and

- If the facts prove the grounds for denial, and the denial is discretionary, PHA will consider the recommendation of the person conducting the informal hearing in making the final decision whether to deny assistance.

PHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 10 business days of the informal hearing, to the applicant and his or her representative, if any, along with proof of mailing.

If the decision to deny is overturned as a result of the informal hearing, processing for admission will resume.

If the complainant or PHA fails to appear at the scheduled hearing, the Hearing Officer may make a determination to postpone and reschedule the hearing, or may make a determination that the party has waived his/her right to a hearing and will be withdrawn from the waiting list. Both the complainant and PHA will be notified of the Hearing Officer's determination.

16.7 Reasonable Accommodation for Persons with Disabilities

Persons with disabilities may request reasonable accommodations to participate in the informal hearing process and PHA will consider such accommodations. PHA will also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability.

CHAPTER 17: TERMINATIONS

17.1 Overview

PHA requires all tenant families to abide by their tenant obligations and lease agreements in order to remain in good standing for continued Public Housing assistance. PHA's failure to terminate a lease for a violation does not waive PHA's right to terminate the lease upon any household member's and/or guests subsequent violation of the lease.

17.2 Termination by Tenant

PHA allows tenants to terminate tenancy after the initial term (first two years) of the lease. The tenant may terminate the lease during the initial term if PHA agrees to release the family from the lease or if the lease provides for such termination.

If a tenant desires to terminate tenancy with PHA, the tenant must submit to PHA a Notice of Intent to Vacate at least thirty (30) calendar days in advance. When less than the thirty (30) days' notice is given due to circumstances beyond the family's control, PHA, at its discretion, may waive the thirty (30) day requirement.

If the tenant fails to give such required notice, PHA may charge the family thirty (30) days rent from the date PHA discovers the unit is vacant.

The Notice of Intent to Vacate must be signed by the head of household or co-head.

17.3 Grounds for Mandatory Termination by PHA

PHA shall terminate the lease under the following circumstances:

17.3.1 Failure to Provide Consent

PHA must terminate the lease if any household member fails to sign and submit any consent form required to be signed as part of any recertification.

17.3.2 Failure to Document Citizenship

PHA must terminate the lease if:

- A family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status;
- A family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or
- A family member, as determined by PHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. Such termination must be for a period of at least 24 months. This does not apply to ineligible non-citizens already in the family where the family's assistance has been prorated.

17.3.3 Failure to Provide Social Security Documentation

PHA must terminate the lease if a tenant fails to provide the documentation or certification required of a social security number for any household member.

17.3.4 Failure to Accept PHA's Offer of a Lease Revision

PHA shall terminate the lease if the family fails to accept PHA's offer of a lease revision required by PHA. See **CHAPTER 11: LEASING AND INSPECTIONS** for further discussion.

17.3.5 Methamphetamine Conviction

PHA shall immediately terminate the lease if PHA determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

17.3.6 Noncompliance with Community Service Requirements

PHA is prohibited from renewing the lease at the end of the 12-month lease term when the family fails to comply with the community service requirements outlined in **CHAPTER 14: COMMUNITY SERVICE**.

17.3.7 Termination Due to State Registered Lifetime Sex Offender Status

HUD regulations at 24 CFR § 5.856, § 960.204(a)(4), and § 982.553(a)(2) prohibit admission after June 25, 2001, if any household member is subject to a state lifetime sex offender registration requirement. This regulation reflects a statutory prohibition. A household receiving assistance with such a member is receiving assistance in violation of federal law.

If PHA discovers that a household member was erroneously admitted (the household member was subject to a lifetime registration requirement at admission and was admitted after June 25, 2001), PHA will immediately pursue eviction for the household member. Regulations for hearings for the PH Program at 24 CFR § 966 Subpart B continue to apply. If PHA erroneously admitted a lifetime sex offender, PHA will give the family the opportunity to remove the ineligible member from the household. If the family is unwilling to remove that individual from the household, PHA will terminate assistance for the family.

For admissions before June 25, 2001, there is currently no HUD statutory or regulatory basis to evict or terminate the assistance of the family solely on the basis of a household member's sex offender registration status.

17.3.8 Fleeing to Avoid Prosecution

PHA shall terminate the lease if any household member has fled to avoid prosecution or custody or confinement after conviction for a crime or attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or violates a condition of parole or probation imposed under federal or state law.

17.4 Other Authorized Reasons for Termination

PHA will use the Criminal Background Screening Table attached as **Appendix E: CHART OF OFFENSES - EVICTION** to the ACOP as a guide to determine the number of years which must have elapsed for specific felony and other convictions at any other time after admission to the PH program. As further supplemented by **Appendix E: CHART OF OFFENSES - EVICTION**, if any household member is currently engaged in or has engaged in any of the criminal activities outlined in this chapter, PHA may terminate the lease.

Besides requiring PHA to terminate the lease under the circumstances as described above, PHA has established provisions for termination pertaining to certain criminal activity, alcohol abuse, and certain household obligations stated in the regulations. These provisions for lease termination are in the lease agreement, however PHA is not required to terminate for such violations in all cases.

PHA has the discretion to consider circumstances surrounding the violation or, in applicable situations, whether the offending household member has entered or completed rehabilitation, and PHA may, as an alternative to termination, require the exclusion of the culpable household member.

PHA may terminate the lease for other grounds that constitute serious or repeated violations of material terms of the lease or that are for other good cause.

PHA may consider alternatives to termination and has established policies describing the criteria that PHA will use when deciding what action to take, the types of evidence that will be acceptable, and the steps PHA will take when terminating a family's lease.

17.4.1 Drug Crime On or Off the Premises

PHA will terminate the lease for drug-related criminal activity engaged in (on or off the premises) by any household member or guest, and any such activity engaged in or on the premises by any other person under the tenant's control.

PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the drug-related criminal activity.

In making its decision to terminate the lease, PHA will consider alternatives and PHA may, on a case-by-case basis, choose not to terminate the lease

17.4.2 Illegal Use of a Drug

PHA will terminate the lease when PHA determines that any household member is illegally using a drug or that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.

A pattern of illegal drug use means more than one incident of any use of illegal drugs during the previous six months.

PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the use of illegal drugs.

In making its decision to terminate the lease, PHA will consider alternatives and other factors. Upon consideration of such alternatives and factors PHA may, on a case-by-case basis, choose not to terminate the lease.

17.4.3 Threat to Other Tenants or PHA Employees

PHA will terminate the lease when any household member engages in any criminal activity that threatens

the health, safety, or right to peaceful enjoyment of the premises by other tenants or by persons residing in the immediate vicinity of the premises.

Immediate vicinity means within a three-block radius of the premises.

PHA will terminate the lease when any household member engages in any criminal activity that threatens the health or safety of a PHA employee.

PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the criminal activity.

In making its decision to terminate the lease, PHA will consider alternatives and other factors. Upon consideration of such alternatives and factors PHA may, on a case-by-case basis, choose not to terminate the lease.

17.4.4 Alcohol Abuse

PHA will terminate the lease if PHA determines that any household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants.

A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous six months.

PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the abuse of alcohol.

In making its decision to terminate the lease, PHA will consider alternatives and other factors. Upon consideration of such alternatives and factors PHA may, on a case-by-case basis, choose not to terminate the lease.

17.4.5 Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse

PHA will terminate the lease if PHA determines that any household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of all household members related to the use of illegal drugs or the abuse of alcohol, and any records or other documentation (or lack of records or documentation) supporting claims of rehabilitation of illegal drug users or alcohol abusers.

In making its decision to terminate the lease, PHA will consider alternatives and other factors. Upon consideration of such alternatives and factors PHA may, on a case-by-case basis, choose not to terminate the lease.

17.5 Other Good Cause Reasons for Termination

PHA may terminate tenancy for other good cause. PHA will not consider incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault as “other good cause” for terminating the tenancy or occupancy rights of the victim of such violence.

PHA will terminate the lease for the following reasons:

- Discovery after admission of facts that made the family ineligible;
- Discovery of material false statements or fraud by the family in connection with an application for assistance or with the recertification of income;
- Failure to furnish such information and certifications regarding household composition and income as may be necessary for PHA to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size;
- Failure to transfer to a new rental unit when a mandatory transfer is required and upon appropriate notice by PHA that an appropriate size dwelling unit based on household composition is available;
- Failure to permit access to the unit by PHA after proper advance notification for the purposes of performing routine inspections and maintenance, making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists;
- Failure to promptly inform PHA of changes in household composition. In such a case, promptly means within thirty (30) calendar days of the event;
- Failure to abide by the provisions of PHA's Pet Policy;
- If the family has breached the terms of a repayment agreement entered into with PHA;
- If a household member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises; or
- If a household member has engaged in or threatened violent or abusive behavior toward PHA personnel:
    - Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
    - Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

17.6 Other Serious or Repeated Violations of Material Terms of the Lease

PHA will terminate the lease for the following serious and/or repeated violations of obligations under the lease by any household member:

- Failure to make payments due under the lease, including nonpayment of rent;
- Repeated late payment of rent or other charges. Three late payments within a 12 month period shall constitute a repeated late payment;
- Failure to comply with any lease requirements to pay utilities where such failure results in substantial delinquency or the utility provider has threatened enforcement action or lien for non-payment; or
- Failure to fulfill the following household obligations:

- Not to assign the lease or to sublease the dwelling unit. Subleasing includes receiving payment to cover rent and utility costs from a person living in the unit who is not listed as a household member;

- Not to provide accommodations for boarders or lodgers;

- To use the dwelling unit solely as a private dwelling for the household as identified in the lease, and not to use or permit its use for any other purpose;

- To abide by necessary and reasonable regulations promulgated by PHA for the benefit and well- being of the housing development and the tenants. The regulations will be posted in the development office and will be incorporated by reference in the lease;

- To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;

- To keep the dwelling unit and such other areas as may be assigned to the tenant for the household's exclusive use in a clean and safe condition. To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner;

- To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators;

- To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or development;

- To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the development (including damages to development buildings, facilities or common areas) caused by any member of the household or a guest; and

- To act, and cause household members or guests to act, in a manner which will not disturb other tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition.

Incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence, stalking or assault.

In making its decision to terminate the lease, PHA will consider alternatives and other factors. Upon consideration of such alternatives and factors, PHA may, on a case-by-case basis, choose not to terminate the lease.

17.7 Alternatives to Termination of Tenancy

17.7.1 Exclusion of Household Member

PHA will consider requiring the tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

As a condition of the family's continued occupancy, the head of household must certify that the culpable household member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the excluded household member's current address upon PHA

request.

17.8 Factors for Considering Termination of Tenancy

17.8.1 Evidence

PHA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

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

17.8.2 Relevant Circumstances

Relevant circumstances PHA may consider before deciding whether to terminate a lease include, but are not limited to, the following:

- The seriousness of the offending action, especially with respect to how it would affect other tenants;
- The extent of participation or culpability of the leaseholder, or other family members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or a victim of domestic violence, dating violence, stalking or sexual assault;
- The effects that the eviction will have on other family members who were not involved in the action or failure to act;
- The effect on the community of the termination, or of PHA's failure to terminate the tenancy;
- The effect of the PHA's decision on the integrity of the PH program;
- The demand for housing by eligible families who will adhere to lease responsibilities;
- The extent to which the tenant has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action;
- The length of time since the violation occurred, the family's recent history, and the likelihood of favorable conduct in the future; and
- In the case of program abuse, the dollar amount of the underpaid rent and whether or not a false certification was signed by the family.

17.8.3 Consideration of Rehabilitation - Alcohol Abuse and Illegal Drug Use/Abuse

In determining whether to terminate the lease for illegal drug use or a pattern of illegal drug use, or for abuse or a pattern of abuse of alcohol, by a household member who is no longer engaging in such use or abuse, PHA will consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully.

For this purpose PHA will require the tenant to submit evidence of the household member's current

participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

17.8.4 Terminating Tenancy of a Domestic Violence Offender

See **3.8 Violence Against Women Act Protections**.

17.9 Missed Appointments and Deadlines

It is a tenant obligation to supply information, documentation, and certification as needed for PHA to fulfill its responsibilities. PHA schedules appointments and sets deadlines in order to obtain required information. The tenant obligations also require that the family allow PHA to inspect the unit. Appointments are made for this purpose. A tenant who fails to keep an appointment, or to supply information required by a deadline without notifying PHA, may be sent a Notice of Termination of Lease for failure to provide required information, or for failure to allow the PHA to inspect the unit.

The following are events and circumstances for which this applies:

- Verification Procedures;
- Housing Quality Standards and Inspections;
- Recertification; and
- Appeals

The family will be given two (2) opportunities before being issued a Notice of Termination for breach of a tenant obligation. Tenants are allowed two (2) missed recertification appointments prior to the issuance of a notice of termination. After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing, the notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance. Termination is subject to a request for reasonable accommodations.

Where a family notified PHA on a timely basis of the need to reschedule an appointment, the appointment is not considered a missed appointment or deadline.

Acceptable reasons for missing appointments or failing to provide information by deadlines include, but are outlined below. PHA will require 3rd party verification to confirm the events below:

- Medical emergency;
- Incarceration; and
- Family emergency.

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17.10 Lease Termination Notice

Notices of lease termination shall be in writing. The notice will state:

- The specific grounds for termination;

- The date the termination will take place;
- The tenant's right to reply to the termination notice;
- The tenant's right to examine PHA documents directly relevant to the termination or eviction; and
- The tenant's right to request a hearing in accordance with PHA Grievance Procedures (if applicable).

The tenancy shall not terminate until the time for the tenant to request a grievance hearing has expired and (if a hearing was timely requested by the tenant) the grievance process has been completed.

Lease terminations for certain actions are not eligible for the grievance procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other tenants or PHA employees; and any drug-related criminal activity.

The Lease Termination Notice in these instances will state that the tenant is not entitled to a grievance hearing on the termination. It will specify the judicial eviction procedure to be used by PHA for eviction of the family, and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice will also state whether the eviction is for a criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other tenants or employees of PHA, or for a drug-related criminal activity on or off the premises.

PHA will attempt to deliver the Lease Termination Notice directly to the tenant or an adult member of the family. If an adult household member is not home, the notice will be placed under the door. If PHA is aware that the tenant family is not on the premises and PHA knows the address where the family is located, PHA will forward the notice to the address where the family is located via certified mail.

All Lease Termination Notices will include a statement of the protection against termination provided by VAWA for victims of domestic violence, dating violence, stalking or sexual assault. Any family member or affiliated individual who claims that the cause for termination involves (a) criminal acts of physical violence against household members or others or (b) incidents of domestic violence, dating violence, stalking, or sexual assault of which a household member or affiliated individual is the victim will be given the opportunity to provide documentation in accordance with the policies found in this ACOP.

Lease Termination Notices shall also include a statement describing the right of any household member with a disability to meet with the manager and determine whether a Reasonable Accommodation could eliminate the need for the lease termination.

17.10.1 Timing of the Notice

PHA will prepare and send a 30-day written notice of lease termination on the sixteenth calendar day of the month when the current month's rent is not paid in full.

PHA may give less than 30 days' written notice to vacate if:

- The health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened;
- Any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or

- Any member of the household has been convicted of a felony.

For all other reasons, PHA will give 30 days' written notice of lease termination.

17.10.2 Notice of Non-renewal Due to Community Service Non-compliance

When PHA finds that a family is in noncompliance with the Community Service requirement, the tenant and any other noncompliant family member will be notified in writing of the determination. Notices of non-compliance will be issued in accordance with the requirements of the policy found in **CHAPTER 14: COMMUNITY SERVICE**.

If after receiving a notice of initial non-compliance the family does not request a grievance hearing, or does not take either corrective action required by the notice within the required timeframe, a termination notice will be issued in accordance with the policies.

If a family agreed to cure initial non-compliance by signing an agreement, and is still in non-compliance with such agreement at the next lease renewal, the family will be issued a Notice of Continued Non-compliance. The Notice of Continued Non-compliance will be sent in accordance with the policies in Community Service policy and will also serve as the notice of lease termination.

17.10.3 Notice of Termination Based on Citizenship Status

In cases where termination of tenancy is based on citizenship status, in addition to advising the family of the reasons their assistance is being terminated, the notice will also advise the family of any of the following that apply:

- The family's eligibility for proration of assistance;
- The criteria and procedures for obtaining relief under the provisions for preservation of families;
- The family's right to request an appeal to the United States Citizenship and Immigration Services (USCIS) of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal; and
- The family's right to request an informal hearing with PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.

17.10.4 Notification to the Post Office

When PHA evicts an individual or household for criminal activity, including drug-related criminal activity, PHA may notify the local post office serving the dwelling unit that the individual or household is no longer residing in the unit.

17.11 Reinstatement after Termination

PHA may reinstate a family who was terminated and who did not request a grievance within the required time frame if the termination is confirmed to be a wrongful termination.

17.12 Record Keeping

A written record of every termination and/or eviction will be maintained by PHA at the site where the

household was residing, and will contain the following information:

- Name of tenant, number and identification of unit occupied;
- Date of the notice of termination of lease and any other notices required by state or local law. These notices may be on the same form and will run concurrently;
- Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail (other than any criminal history reports obtained solely through the authorization provided in 24 CFR 5.903 and 5.905);
- Date and method of notifying the tenant; and
- Summaries of any conferences held with the tenant including dates, names of conference participants, and conclusions.

CHAPTER 18: HOMEOWNERSHIP

18.1 Overview

Homeownership is a significant and important step towards creating a new era of self-sufficiency for PHA residents. PHA's homeownership program will further residents' major investment in not only their home, but also in the entire community and will be a major asset as Philadelphia continues to strengthen and transform neighborhoods.

PHA offers many types of homeownership, including Section 5(h), the Housing Choice Voucher Program, Turnkey III, and the Owned Housing Program.

18.2 Section 5(h) Homeownership Program

In 1985, HUD selected PHA to participate in the 5(h) Homeownership Demonstration. PHA was thereby authorized to sell 300 single-family scattered site units.

The 5(h) homeownership program offers PHA residents of scattered sites the opportunity to purchase the home they currently occupy.

The 5(h) program is intended to provide affordable homeownership opportunities to Public Housing residents. In accordance with Federal guidelines, sale prices for each unit will equal the lesser of the appraised value for that unit based on affordability to the individual purchaser.

18.2.1 Section 5(H) Homeownership Program Eligibility Requirements

The applicant must be:

- A current PHA scattered site resident;
- A head of household or an adult over 18 years of age who has been in continuous occupancy for a minimum of one (1) year;
- Current with rent, utilities (if applicable) and any other required payments;
- In good standing with lease compliance and lease terms for a continuous period of twelve (12) months immediately preceding the application;
- Able to demonstrate a minimum family stable income of $10,000 annually and the ability to obtain a mortgage; and
- Willing to participate in a pre-and post-purchase counseling program.

The requirement that the tenant be currently under lease is necessary to preclude the likelihood that squatters will attempt to use the program as an avenue to homeownership. It is not intended to preclude legitimate occupants of the unit not presently considered as heads of household from qualifying for homeownership.

18.3 Other Homeownership Programs

- Housing Choice Voucher (HCV) program: This program is for HCV tenants only and eligibility criteria are listed in the HCV Administrative Plan.

- Turnkey III and Owned Housing programs: These programs are targeted at both new applicants and current Public Housing residents. Each program has specific requirements and eligibility criteria. In addition, each development maintains a site specific Waiting List. Eligibility criteria for each development are dictated by HUD Requirement and Operating Agreements.

CHAPTER 19: PROGRAM INTEGRITY

19.1 Overview

PHA is committed to ensuring housing resources are made available only to income- and program- eligible applicants and tenants so that program integrity can be maintained. Further, PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously. This chapter outlines PHA's policies for the prevention, detection, and investigation of program abuse and fraud.

19.2 Quality Control

In furtherance of program integrity, PHA has developed and implemented a quality control program to ensure that PHA is assisting eligible families to afford decent, safe, and sanitary housing at the correct rent amounts and to determine PHA compliance with agency and regulatory requirements.

19.3 Preventing and Detecting Program Abuse and Fraud

PHA management and staff will utilize various methods and practices to prevent program abuse, noncompliance, and willful violations of program rules by applicants and tenants. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenants.

PHA will work to increase tenant awareness of the importance of program integrity using a variety of methods, including but not limited to, distribution of informational brochures, orientation, tenant counseling and use of instructive signs and warnings.

In addition to taking steps to prevent errors and program abuse, PHA will use a variety of activities to detect errors and program abuse.

PHA will use the results of monitoring reports to identify potential program abuses as well as to assess the effectiveness of PHA's error detection and abuse prevention efforts. PHA will encourage staff, program tenants, and the public to report possible program abuse.

19.4 Investigating Errors and Program Abuse

PHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for PHA to investigate, the allegation must contain at least one independently verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

PHA will investigate inconsistent information related to the household that is identified through file reviews and the verification process.

The PHA Police Department (PD) Investigations Unit and the Office of Audit and Compliance (OAC) may investigate program abuse and/or fraud.

Generally, PHA's PD will investigate:

- Illegal drug activity/violent criminal activity;
- Activities that threaten the right to peaceful enjoyment of the premises by other residents; and
- Nuisance.

PHA's OAC office will investigate:

- Fraud;
- Unauthorized occupancy;
- Subletting;
- Failure to report change in household composition;
- Tenant vacating without notice to PHA;
- Unreported income;
- Conflict of interest; and
- Prohibitive familial relationships.

Tenants must cooperate with PHA's OAC in conducting investigations into alleged fraud, waste and abuse in connection with the Public Housing Program.

19.5 Consent to Release of Information

PHA may investigate possible instances of error or abuse using all available PHA and public records. If necessary, PHA will require applicants and tenants to give consent to the release of additional information.

19.6 Analysis and Findings

PHA will base its evaluation on a preponderance of the evidence collected during its investigation.
For each investigation PHA will determine:

- Whether an error or program abuse has occurred;
- Whether any amount of money is owed PHA; and
- What corrective measures or penalties will be utilized.

19.7 Consideration of Remedies

All errors and instances of program abuse must be corrected prospectively. Whether PHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

In the case of family-caused errors or program abuse, PHA will take into consideration:

- The seriousness of the offense and the extent of participation or culpability of individual family

members;

- Any special circumstances surrounding the case;
- Any mitigating circumstances related to the disability of a family member; and
- The effects of a particular remedy on family members who were not involved in the offense.

19.8 Notice and Appeals

PHA will inform the relevant party in writing of its findings and remedies within ten (10) business days of the conclusion of the investigation. The notice will include:

- A description of the error(s) or program abuse(s);
- The basis on which PHA determined the error(s) or program abuse(s);
- The remedies to be employed; and
- The family's right to appeal the results through an informal hearing or grievance hearing.

19.9 PHA-Caused Errors or Program Abuse

PHA-caused incorrect rental determinations include (1) failing to correctly apply public housing rules regarding household composition, income, assets, and expenses; and (2) errors in calculation.

19.9.1 Program Abuse by PHA Staff

PHA will take prompt action to address program abuse by PHA staff. Any of the following will be considered evidence of program abuse by PHA staff:

- Failing to comply with any Public Housing Program requirements for personal gain;
- Failing to comply with any Public Housing Program requirements as a result of a conflict of interest relationship with any applicant or resident;
- Seeking or accepting anything of material value from applicants, residents, vendors, contractors, or other persons who provide services or materials to PHA;
- Disclosing confidential or proprietary information to outside parties;
- Gaining profit as a result of insider knowledge of PHA activities, policies, or practices;
- Misappropriating or misusing Public Housing funds;
- Destroying, concealing, removing, or inappropriately using any records related to the Public Housing Program; or
- Committing any other corrupt or criminal act in connection with any federal housing program.

19.9.2 PHA Caused Under or Overpayment

An under- or overpayment includes an incorrect tenant rent payment by the family, or an incorrect utility reimbursement to a family.

Corrections:
Whether the incorrect rental determination is an overpayment or underpayment due to a PHA error, PHA must promptly correct the tenant rent and any utility reimbursement prospectively.

Increases in the tenant rent will be implemented only after the family has received thirty (30) days' notice. Any decreases in tenant rent will become effective the first of the month following the discovery of the error.

The family is not required to repay an underpayment of rent resulting from errors caused by PHA staff or program abuse by PHA staff.

PHA will reimburse a family for any family overpayment of rent resulting from errors caused by staff or staff program abuse.

19.10 Family-Caused Errors and Program Abuse

Family obligations and general administrative requirements for participating in the program are discussed throughout this ACOP.

An incorrect rent determination caused by a family generally would be the result of incorrect reporting of household composition, income, assets, or expenses, but also would include instances in which the family knowingly allows PHA to use incorrect information provided by a third party or instances in which a family member fails to provide information that would disqualify the family member from receiving housing assistance. In the case of family-caused errors or program abuse, PHA will take into consideration:

- The seriousness of the offense and the extent of participation or culpability of individual family members;
- Any special circumstances surrounding the case;
- Any mitigating circumstances related to the disability of a family member; and
- The effects of a particular remedy on family members who were not involved in the offense.

19.10.1 Prohibited Actions by an Applicant or Tenant

An applicant or tenant in the Public Housing Program must not knowingly:

- Make a false statement to PHA; or
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

Any of the following will be considered evidence of family program abuse:

- Offering bribes or illegal gratuities to the PHA Board of Commissioners, employees, contractors, or other PHA representatives;

- Offering payments or other incentives to a third party as an inducement for the third party to make false or misleading statements to PHA on the family's behalf;
- Use of a false name or the use of falsified, forged, or altered documents;
- Intentional misreporting of family information or circumstances (i.e., income, household composition);
- Omitted facts that were obviously known by a family member (i.e., not reporting employment income); and
- Admission of program abuse by an adult family member.

PHA may determine other actions to be program abuse based upon a preponderance of the evidence.

19.10.2 Penalties for Program Abuse by a Family

In the case of program abuse caused by a family PHA may, at its discretion, impose any of the following remedies:

- PHA may require the family to repay any amounts owed to the program;
- PHA may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit;
- PHA may deny admission or terminate the family's lease; or
- PHA may refer the family for state or federal criminal prosecution.

19.10.3 Family Caused Under or Overpayment

An incorrect rent determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows PHA to use incorrect information provided by a third party. PHA will not reimburse the family for any overpayment of rent when the family causes the overpayment.

In the case of family-caused errors, program abuse, or resumption of minimum rent after a temporary hardship, the family will be required to repay all amounts due. PHA may, but is not required to, offer the family a repayment agreement. If the family fails to repay the amount due, PHA may terminate the family's lease.

19.11 Overdue Rent and Repayment Agreements

A tenant may request to enter into a pre-trial payment agreement for overdue rent and PHA may enter into such repayment agreement.

19.12 Debt and Re-Payment Agreements

Tenants are required to reimburse PHA if they were charged less rent than required by PHA's rent formula due to tenant's underreporting or failure to report income. Existing public housing families will be required to reimburse PHA for the difference between what the family rent should have been and the family rent that

was charged. This amount is referred to as the retroactive rent. PHA will determine retroactive rent as far back as PHA has documentation of family reported income. For example, if PHA determines that the family has not reported income for a period of five years and only has documentation for the last three years, PHA is only able to determine retroactive rent for the three years for which documentation is available.

PHA, at its discretion, may offer a re-payment agreement to a family for underpayment of rent clearly caused by the family when the debt cannot be paid within a period of 30 days. PHA may move to terminate the lease without offering the tenant a repayment agreement. When deciding whether to enter into a repayment agreement with the family, PHA will consider the family's history of meeting its family obligations under the Public Housing Program, including any history of fraud. The following facts will be considered when deciding if PHA should enter into a repayment agreement with the family:

- The amount owed by the family;
- The reason for the debt;
- The family's current and potential income and expenses; and
- Any other information that is relevant to the case.

Public Housing staff will forward all cases of fraud to the OAC. OAC will investigate and process these cases for repayment and/or prosecution as deemed appropriate. Repayment agreements entered as a result of substantiated investigations conducted by the OAC will be established as a part of the investigation and will be separate and independent from the agreement policies described here-in. Based on the results of an OAC investigation, PHA may move to terminate the lease without offering the tenant a repayment agreement.

If PHA/OAC offers a repayment agreement and the family refuses to enter into the repayment agreement or fails to make payments on an existing or new repayment agreement, PHA will terminate the family's lease in accordance with policies found in **CHAPTER 17: TERMINATIONS**

PHA will not offer any PHA-sponsored amnesty or debt forgiveness programs. PHA may also pursue other modes of collection.

PHA will not enter into more than one repayment agreement with a family within a five year period. If there is a second claim in a five-year period then the family must continue to pay according to the existing repayment agreement (if the debt has not been repaid) and the subsequent claim must be paid in full. If the subsequent payment cannot be repaid in full it will result in termination from the program.

PHA may move to terminate the lease without offering the tenant a repayment agreement.

19.12.1 General Repayment Guidelines & Written Repayment Agreement

From time to time, at PHA's sole discretion, PHA may offer the head of household a repayment agreement to cure amounts owed to PHA due to the family's failure to provide accurate information at the time of application or any subsequent recertification. Nothing in this section shall require PHA to offer the head of household the opportunity to enter into a repayment agreement.

Repayment agreements will be in writing, dated and signed by both the head of household and PHA, include the total retroactive amount owed, amount of lump sum payment made at time of execution, and if applicable, the monthly repayment amount, and the action, if any, that the head of household must take to come into compliance with the terms and provisions of the lease and the ACOP. Under no circumstances will a repayment agreement be used to change or alter a family composition.

Before executing a repayment agreement, PHA will generally require that the family pay at least ten percent (10%) of the total amount owed. The remaining balance will be paid in monthly installments. A family may make an initial lump sum payment to reduce or eliminate the monthly repayment amount. PHA reserves the right to structure repayment agreements requiring the family to make higher or lower initial and/or monthly payments. Repayment agreements entered as a result of substantiated investigations conducted by the OAC will be established as a part of the investigation and will be separate and independent from the agreement policies described here-in.

At a minimum, repayment agreements will contain the following provisions:

- Reference to the family's obligation to provide true and complete information at every recertification and the grounds on which PHA may terminate the lease because of a family's action or failure to act;
- A statement clarifying that each month the family not only must pay to PHA the monthly payment specified in the agreement, but also must pay the family's monthly share of rent to PHA;
- A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases; and
- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of the lease.
- Repayment term: Up to a maximum term of thirty-six (36) months; however, PHA may modify this term on a case-by-case basis as needed.
- The date by which all monthly payments must be received and where said payments shall be made.

All payments are due on the date agreed upon at the time of repayment agreement execution.

19.12.2 Consequences of Default of a Repayment Agreement

If the family refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, PHA will terminate the family's assistance in accordance with PHA's termination policies. PHA may also pursue other modes of collection.

19.13 Criminal Prosecution

When PHA determines that program abuse by a family or PHA staff member has occurred and the amount of underpaid rent meets or exceeds the threshold for prosecution under local or state law, PHA will refer the matter to the appropriate entity for prosecution.

When the amount of underpaid rent meets or exceeds the federal threshold, the case may also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the Public Housing program will be referred to the appropriate local, state, or federal entity.

19.14 Fraud and Program Abuse Recoveries

PHA may retain a portion of program fraud losses that PHA recovers from a family through litigation, court order, or a repayment agreement in accordance with applicable requirements, included in this ACOP.

CHAPTER 20: SPECIAL PROGRAMS AND ALLOCATIONS

20.1 Overview

PHA will administer special allocations for specific groups, individuals and families needing housing assistance. An applicant must meet PHA eligibility requirements as well as qualify under the specific guidelines for special program(s). In the case of HUD awarding funds for a specific category of applicants, PHA will assist these families in accordance with HUD's special instructions.

20.2 Local Preferences

Subject to Board approval, PHA may establish preferences for designated properties, including but not limited to a working preference.

20.3 Special Preference

PHA has established a Special Preference to provide emergency rental assistance to qualified households who have been directly affected by natural disasters or other extreme emergencies. The number of applicants eligible for this preference shall not exceed fifty (50) housing opportunities annually. However, the number of housing opportunities provided annually may be increased in accordance with additional federal rental subsidies and/or other housing resources provided to PHA in connection with a natural disaster declared by the President of the United States, where applicable. Applicants must be certified and referred by either the Mayor or the Managing Director of the City of Philadelphia; be income eligible; and, meet all applicable program eligibility and suitability requirements. Applicants who are approved and determined eligible by PHA for the Special Preference shall take priority over all other applicants on PHA's waiting list.

20.4 Special Housing Initiatives

Subject to Board approval, PHA may enter into MOUs or other agreements with qualified partner organizations and/or establish Special Housing Initiatives that provide an admissions preference to the Public Housing and/or HCV Programs. The number and type of housing opportunities, eligibility and admissions criteria, lease terms, rent payments and other terms and conditions may vary from program to program. The terms and conditions of each Special Housing Initiative shall be described in MOUs or other agreements subject to Board approval.

20.5 Good Neighbors Make Good Neighborhoods

PHA has established a limited preference category for households in the Good Neighbors program. This preference category will be capped so that on a fiscal year basis a total of 500 housing opportunities will be provided annually. PHA may adjust the mix of vouchers and PH units in its sole discretion depending on availability and demand in each program. All other occupancy, rent, and other continued occupancy policies for the PH or HCV programs, as applicable, apply to these households. Applicants for vouchers are referred to PHA from the City of Philadelphia.

As part of the PHA Good Neighbors Make Good Neighborhoods program (formerly called "Blueprint to End Homelessness"), PHA will make additional housing opportunities available for individuals or families that have been living in Transitional Housing or Residential Programs and are certified by the City as Housing Ready per the terms of the MOU with the City of Philadelphia dated April, 2009, as amended.

20.6 Nursing Home Transition Initiative (NHTI)

MTW Policy

The Nursing Home Transition Initiative (NHTI) is a partnership with DPW that assists persons transitioning out of nursing homes to access affordable housing. As part of NHTI, PHA administers state-supported vouchers/housing opportunities for referrals of disabled consumers in need of low-income housing. NHTI families may be eligible for a preference for public housing or HCV. PHA utilizes its MTW flexibility to increase HCV payment standards up to 120% of the HUD Fair Market Rents in order to secure housing, subject to rent reasonableness. Rent Simplification does apply to tenants in the NHTI program. All other occupancy, rent, and other continued occupancy policies for the Public Housing or HCV programs, as applicable, apply to these families. Applicants for NHTI units are referred to PHA from applicable partnering agencies.

20.7 Special Housing Initiatives

Subject to Board approval, PHA may enter into MOUs or other agreements with qualified partner organizations and/or establish Special Housing Initiatives that provide an admissions preference to the Public Housing and/or HCV programs. The number and type of housing opportunities, eligibility and admissions criteria, lease terms, rent payments and other terms and conditions may vary from program to program. The terms and conditions of each Special Housing Initiative shall be described in MOUs or other agreements subject to Board approval.

20.8 Development Program Relocation Special Housing Initiative

PHA will provide priority admission to eligible families through the Development Program Relocation Special Housing Initiative (DPR Initiative). The DPR Initiative establishes a preference for eligible families who reside in buildings or units that must be vacated and/or demolished pursuant to a PHA development program, including but not limited to PHA's "6 in 5" development program.

20.9 Special Needs Units Funded by PHFA

As part of PHA's "6 in 5" program PHA will work with the City's Office of Housing and Community Development and Pennsylvania Housing Finance Agency to provide admission preferences for eligible households requiring accessible and Special Needs units and supportive services. Referrals for Special Needs units will be required to come from the City of Philadelphia's Deputy Mayor for Health and Opportunities Permanent Supportive Housing Clearinghouse (HOPSHC), which shall act as PHA's Local Lead Agency. HOPSHC will be responsible for planning and assessing the needs of the referenced target populations; providing funding services and organizing the service system to assure tenants get services they need in a timely and comprehensive manner; management of the referral process consistent with fair housing laws; and entering into agreements with developers for referrals, pre-tenancy and post-tenancy services and supports. To be eligible for consideration under PHA's ACC program, developers must meet the same definition of 'supportive housing' as required by PHFA, be targeting an eligible population, have an agreement with PHA's Local Lead Agency, and have easy access to transportation services. Accessible and Special Needs preferences may be applied to PH, UBV and HCV applicants.

20.10 Department of Human Services Aged-Out Youth Initiative

PHA and the City of Philadelphia's Department of Human Services (DHS) have entered into a MOU to provide up to fifty (50) PHA housing opportunities to eligible youth that lack permanent and stable housing

in order to assist them in transitioning to self-sufficiency and permanent housing. Eligibility, selection, rent and continued occupancy criteria are defined in the MOU. The eligibility, selection, rent and continued occupancy criteria differ in several respects from the standard public housing policies defined in the ACOP.

20.11 Witness Relocation Program

PHA has a vested interest in the prosecution of homicides and other felonious violent crimes in the City of Philadelphia. Therefore, PHA may enter into MOUs with law enforcement agencies for the purpose of providing housing opportunities for witness relocation. Applicants for Witness Relocation Vouchers are referred to PHA through the referring law enforcement agency.

Eligibility, selection, rent and continued occupancy criteria shall be defined in the MOU. The eligibility, selection, rent and continued occupancy criteria differ in several respects from the standard policies found in this ACOP.

PHA and the Office of the District Attorney (DA) in Philadelphia have agreed to enter into an MOU to provide up to twenty-five (25) PHA housing opportunities to persons, who witness homicides or other felonious violent crimes, and cooperate with the DA in the prosecution of these violent criminals.

20.12 Second Chance Initiative

MTW Policy

PHA will use its MTW authority to support implementation of the Second Chance HCV Pilot Program. PHA may provide Tenant-Based Vouchers and/or public housing units for active tenants in good standing with two partner agencies – the Eastern District Federal Court Supervision to Aid Reentry (STAR) Program and the Mayor's Office of Reintegration Services (RISE) program. Applicants for Second Chance Initiative Vouchers and public housing units are referred to PHA from the STAR and RISE programs.

The STAR Program works in conjunction with Federal Probation and Parole, to offer returning citizens an opportunity to reduce their parole period by one year through participation in the program. Each tenant signs a contract with their parole officer to transition the oversight of their parole to the two federal judges that administer the STAR Program. The STAR Program collaborates with the local RISE Program to provide counseling, education, job training, and job placement services.

The STAR Program is designed to provide multiple levels of support to returning citizens at the family, social and logistical level to assist in preventing recidivism. Participants voluntarily participate in the closely-monitored program, wherein specific criteria have to be fulfilled at regular intervals.

RISE is the lead agency in the City of Philadelphia for the management of reintegration services for those formerly incarcerated in state prisons. It provides the skills, training, and education necessary for returning citizens to successfully re-integrate into society, avoid recidivism, and lead constructive, useful lives. The STAR Program is a national model for aiding federal offenders in their reentry to society in coordination with RISE.

Participants in good standing with RISE and STAR will sign an addendum to their PHA application to allow PHA to monitor their participation in the RISE and STAR programs and to communicate with their probation officer, if applicable. Participants will also report their participation in the vocational, educational, social or community service opportunities offered by PHA and/or RISE on a quarterly basis. All participants are required to be employed and maintain employment as a condition of participation; however, in the event they lose employment, they will be required to either obtain a new job or enroll in an educational or job training program as a condition of participation.

If a tenant does not remain in good standing with the STAR and RISE programs they risk a return to confinement and loss of the voucher or termination of their public housing lease. Participants who do not meet their program responsibilities will be notified of proposed voucher/lease termination by PHA. They may request a grievance hearing through PHA's existing process to review and appeal this decision. As applicable, all requirements of PHA's MTW Tenant-Based Voucher and Public Housing programs, including tenant rent contribution, will apply.

PHA plans to conduct the pilot program for an initial two-year period, starting in FY 2016. Prior to the end of the pilot period, PHA will determine whether to continue, discontinue or expand the program in consultation with partner agencies. PHA may modify this program and add additional housing opportunities, modify the term of the housing opportunity and/or offer preference for scattered site public housing units to a limited number of Second Chance tenants.

Finally, as part of the Second Chance Initiative PHA will conduct research to determine if there are other local, state or federal re-entry programs for ex-offenders with whom PHA can partner and provide additional housing opportunities. Specific program guidelines will be determined when and if PHA partners with additional re-entry program providers.

CHAPTER 21: REASONABLE ACCOMMODATIONS

21.1 Overview

PHA is committed to ensuring that its policies do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of a disability, in connection with the operations of PHA's programs, services and activities. Therefore, if an individual with a disability requires an accommodation such as an accessible feature or modification to a PHA policy, PHA will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program; or an undue financial and administrative burden. In such a case, PHA will make another accommodation that would not result in such a financial or administrative burden.

A reasonable accommodation is a change, modification, alteration or adaptation in applicable policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity.

PHA will post a copy of this Reasonable Accommodation Policy in the Central Administrative Offices; the Regional Offices of PHA; the offices of PHA's private management companies; and, the management office in each public housing development. In addition, individuals may obtain a copy of the Reasonable Accommodation Policy, upon request, from PHA's Section 504/ ADA Coordinator. Further, PHA will provide a copy of this Reasonable Accommodation Policy to applicants at the time of receipt of application and to tenants during recertification.

21.2 Legal Authority

PHA is subject to federal civil rights laws and regulations. This Reasonable Accommodation Policy is based on the following statutes or regulations and the respective implementing regulations for each Act:

- Section 504 of the Rehabilitation Act of 1973 (Section 504) *See* 29 U.S.C. §794; 24 C.F.R. Part 8;
- Title II of the Americans with Disabilities Act of 1990 (ADA) *See* 42 U.S.C. §§ 12101 et seq;
- The Fair Housing Act of 1968, as amended (Fair Housing Act) *See* 42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100; and
- The Architectural Barriers Act of 1968, *See* 42 U.S.C. §§ 4151-4157.

21.3 Application of the Reasonable Accommodation Policy

The Reasonable Accommodation Policy applies to the following individuals with disabilities in PHA's PH program:

- Applicants of the PH program;
- Tenants of PH developments; and
- Participants in all other programs or activities receiving federal financial assistance that are conducted or sponsored by PHA, its agents or contractors including all non-housing facilities and common areas owned or operated by PHA.

21.4 Policies Related to Persons with Disabilities

PHA strives to ensure that persons with disabilities have full access to PHA's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the PH program.

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

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

21.5 Person with Disabilities Does Not Include

The definition of a person with disabilities does not include:

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

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

21.6 Definition of Reasonable Accommodation

A person with a disability may require special accommodations in order to have equal access to the PH program. The types of reasonable accommodations PHA can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service.

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

21.7 Definition of Disability

The regulatory civil rights definition for persons with disabilities under Federal Civil Rights Laws (24 CFR Parts 8.3, 25.104, and 100.201) is as follows:

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- Has a record of such impairment; or

- Is regarded as having such impairment.

The phrase *"physical or mental impairment"* includes:

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

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

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

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

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

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the $400 elderly/disabled family deduction, the $480 dependent deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances. Many people will not qualify as a disabled person under the PH program, yet an accommodation is needed to provide equal opportunity.

21.8 Request for an Accommodation

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

The family must explain what type of accommodation is needed to provide the family member with the disability full access to PHA's programs and services.

If the need for the accommodation is not readily apparent or known to PHA, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

PHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, PHA will consider the accommodation any time the family indicates that an accommodation

is needed whether or not a formal written request is submitted.

21.9 Types of Reasonable Accommodations

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

- Making a unit, part of a unit, or public and common use areas accessible for the head of household or a family member with a disability who is on the lease;
- Permitting a household to have a service or assistive animal necessary to assist a family member with a disability;
- Allowing a live-in aid to reside in an appropriately sized PHA unit;
- Transferring a household to a larger size unit to provide a separate bedroom for a person with a disability;
- Transferring a household to a unit on a lower level or a unit that is completely on one level;
- Making documents available in large type, computer disc or Braille;
- Providing qualified sign language interpreters for applicant or tenant meetings with PHA staff;
- Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;
- Permitting an outside agency or family member to assist an applicant or tenant in meeting screening criteria or meeting essential lease obligations; and

21.10 Verification of Reasonable Accommodation Request

PHA may request documentation of the need for a Reasonable Accommodation. PHA may verify a person's disability only to the extent necessary to ensure that individuals who have requested a reasonable accommodation have a disability-based need for the requested accommodation.

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

The following individuals/entities may provide verification of a family member's disability and the need for the requested accommodation(s):

- Physician;
- Licensed health professional;
- Professional representing a social service agency; or
- Disability agency or clinic.

21.11 Processing Reasonable Accommodation Requests

PHA will provide the "Reasonable Accommodation Package" to applicants, tenants or individuals with disabilities who request a reasonable accommodation. The Reasonable Accommodation Package includes the Request for Reasonable Accommodation Form, examples of reasonable accommodations, general practices for providing reasonable accommodations and a verification form with a medical release.

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

- Reasonable Accommodations will be made for applicants during the application process. All applications shall be taken in an accessible location. Applications will be made available in accessible formats. PHA will provide applicants with appropriate auxiliary aids and services, including qualified sign language interpreters and readers, upon request.

- PHA will provide tenants with the Reasonable Accommodation Request Package during the annual recertification. PHA will provide the request form in an alternate form, upon request.

- Tenants seeking accommodation(s) may contact the asset management office within their housing development or the regional asset management office. In addition, tenants may also contact the Section 504/ADA Coordinator's office directly to request the accommodation(s).

- Upon receipt, the tenant's Asset Manager, including private management companies operating on behalf of PHA, will respond to the tenant's request.

- The Asset Manager will forward the request, including all supporting documentation, to PHA's Section 504/ADA Coordinator.

- If additional information or documentation is required, the Section 504/ADA Coordinator's office will promptly notify the tenant of the need for the additional information or documentation.

- If PHA approves the accommodation request(s), the tenant will be notified.

- All recommendations that have been approved by the Section 504/ADA Coordinator will be forwarded to the appropriate Asset Manager and implemented by the appropriate PHA office. All requests for reasonable accommodation that are approved will promptly be implemented or the process of implementation will be started promptly.

- If the accommodation is denied, the tenant will be notified in writing of the reasons for denial. In addition, the notification of the denial will also provide the tenant with information regarding PHA's grievance procedures which provide a forum for the tenant to appeal the denial of the accommodation.

- If PHA determines that a request for a reasonable accommodation presents an undue financial burden or would result in a fundamental alteration in the nature of the program or service offered, PHA will seek to provide the individual with a disability an alternative opportunity to fully participate in the program or activity provided by PHA.

21.12 Occupancy of Accessible Units

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

an accessible unit becomes vacant, PHA shall:

1. First offer the unit to a family with disabilities that resides at the development where the vacancy is located. The family must require the accessibility features of the vacant accessible unit and currently be living in a unit without those accessibility features.

2. If there is no current tenant in the same development who requires the accessibility features of the vacant accessible unit PHA will offer the accessible unit to a current tenant with disabilities that resides in another development and requires the accessibility features of the vacant.

3. If there is no current tenant who requires the accessibility features of the vacant, accessible unit, PHA will offer the vacant, accessible unit to an eligible, qualified applicant with disabilities on PHA's waiting list who can benefit from the accessible features of the available, accessible unit.

4. If there is not an eligible qualified tenant or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit then PHA should offer the unit to a tenant/applicant on the waiting list who does not need the accessible features of the unit. However, PHA will require the tenant/applicant to execute a lease rider that requires the family to relocate, at PHA's expense, to a non-accessible unit within thirty (30) days of notice by PHA that there is an eligible applicant or existing tenant with disabilities who requires the accessibility features of the unit.

21.13 Offers of Accessible Units to New Applicants

An applicant will receive two (2) offers of a unit with the requested features before the applicant is removed from the PH waiting list. If two units are rejected without good cause However, PHA will follow the "good cause" refusal policy. Upon inspection of the offered unit, the applicant will be required to sign a Letter of Acceptance/Rejection of an Accessible Unit. PHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection and the reason for the rejection.

21.14 Transfer as A Reasonable Accommodation

The first qualified current tenant in sequence on the waiting list seeking reasonable accommodations will be offered a unit of the appropriate size with the special features required, in accordance with the Occupancy of Accessible Units subsection above. If more than one unit of the appropriate size and type is available, the first unit offered will be the first unit that is ready for occupancy.

Upon inspection of the offered unit, the tenant or applicant will be required to sign a Letter of Acceptance/Rejection of an Accessible Unit. PHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection and the reason for the rejection.

A current tenant will receive two (2) offers of a unit with the requested features. After a 2nd unit rejection without good cause the tenant will be removed from the applicable Waiting List. If there is verifiable good cause for the rejection, PHA will not remove the tenant from the applicable waiting list.

PHA shall not require a tenant with a disability to accept a transfer in lieu of providing a reasonable accommodation. However, if a public housing tenant with a disability requests dwelling unit modifications that involve structural changes, including, but not limited to widening entrances, rooms, or hallways, and there is a vacant, comparable, appropriately sized Uniform Federal Accessibility Standards- (UFAS) compliant unit in that tenant's development or an adjacent development, PHA may offer to transfer the tenant to the vacant unit in the tenant's development or adjacent development in lieu of providing structural modifications. However, if that tenant rejects the proffered, PHA shall make modifications to the tenant's unit unless doing so would be structurally impracticable or would result in an undue financial and administrative burden.

If the tenant accepts the transfer, PHA shall pay the reasonable moving expenses to transfer a tenant with a disability to an accessible unit as an accommodation for the tenant's disability

21.15 Housing Choice Voucher as a Reasonable Accommodation

When issuing a voucher as an accommodation, PHA shall include a list of current available accessible units known to PHA, upon request. PHA may also partner with a qualified, local disability organization to assist the tenant or applicant with the search for available, accessible housing. See 24 C.F.R. § 8.28.

Voucher extensions beyond the maximum term are available as a reasonable accommodation to eligible individuals with disabilities. These extensions are subject to documentation that a diligent effort to locate a unit has been conducted considering any impediments to searching because of a family member's disability.

PHA may, if necessary as a reasonable accommodation for an individual with a disability, and upon request by an applicant, participant, or their representative, approve a family's request for an exception payment standard amount under the HCV Program and obtain any required HUD approvals so that the program is readily accessible to and usable by individuals with disabilities. See 24 C.F.R. § 8.28. PHA may require applicants, participants or their representatives to provide documentation of the need for the exception payment standard as a reasonable accommodation.

When a Housing Choice voucher has been issued to a PH applicant/tenant as a reasonable accommodation, PHA will remove the applicant/tenant from the 504 Waiting List.

21.16 Service or Assistive Animals

PHA families with disabilities are permitted to have assistive animals, if such animals are necessary as a reasonable accommodation for their disabilities. PHA tenants or potential tenants who need an assistive animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy.

Tenants must register their assistive animal with their Asset Manager before it is brought onto PHA's property. The registration must include a certificate signed by a licensed veterinarian or a local authority empowered to inoculate animals (or designated agent of such an authority) stating that the animal has received all inoculations required by applicable local law.

There are no size or breed restrictions on assistive animals, however the tenant is still required to follow all of the terms and conditions of the lease, including the ability to ensure the peaceful enjoyment of the development by others. See **13.2 Assistive Animals** for policies related to service or assistive animals.

21.17 Program Accessibility - Hearing or Vision Impairments

HUD regulations require PHA to ensure that persons with disabilities related to hearing and vision have reasonable access to PHA's programs and services [24 CFR 8.6]. At the initial point of contact with each applicant, PHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

21.18 Physical Accessibility

PHA complies with applicable requirements pertaining to physical accessibility, including the following:

- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Amendments Act of 1968, as amended

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

21.19 Approval/Denial of a Requested Accommodation

Per the Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act, PHA must approve a request for an accommodation if the following three conditions are met:

- The request was made by or on behalf of a person with a disability;
- There is a disability-related need for the accommodation that a transfer or modification in housing or PHA policy can satisfy; and
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on PHA, or fundamentally alter the nature of PHA's Public Housing operations (including the obligation to comply with its MTW Agreement and applicable HUD requirements and regulations).

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

- A violation of state and/or federal law;
- A fundamental alteration in the nature of PHA PH program;
- An undue financial and administrative burden on PHA;
- A structurally infeasible alteration; or
- An alteration requiring the removal or alteration of a load-bearing structural member.

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

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

After a request for an accommodation is presented, PHA will respond, in writing, within 10 business days. If PHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of PHA's operations), PHA will discuss

with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the PH program and without imposing an undue financial and administrative burden.

If PHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, PHA will notify the family, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the family.

21.20 Right to Appeal/Grievance Process

Public housing program applicants or tenants may file a complaint in accordance with PHA's tenant grievance policy following a formal determination by PHA's Section 5O4/ADA Coordinator denying a reasonable accommodation. Persons with disabilities may also request reasonable accommodations to participate in the PHA tenant grievance process and PHA will consider such accommodation.

21.21 Denial or Termination of Assistance

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

When applicants with disabilities are denied assistance, the notice of denial must inform them of PHA's tenant grievance policy and their right to request a hearing. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal hearing process.

When a tenant's assistance is terminated, the notice of termination must inform them of PHA's tenant grievance policy and their right to request a hearing and reasonable accommodation. When reviewing reasonable accommodation requests, PHA must consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to PHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, PHA will make the accommodation so long as the accommodation is in compliance with all applicable PH statutes and regulations.

21.22 Centralized Tracking System for Accessible Units - Overview

Pursuant to PHA's Moving to Work Agreement, PHA has developed a centralized system for tracking and occupying accessible units in PHA's inventory. The system applies to all accessible units in PHA's inventory, including conventional and scattered site PH and mixed-finance PH units that are managed by PHA's PAPMC subsidiary or a third-party unrelated owner (collectively, "Alternative Management Entities" or "AME"). This ACOP includes policies applicable to PHA conventional and scattered site PH units only, including transfers to such units from AME sites and transfers from such units to AME sites. Policies implementing the centralized tracking system for AME sites will be implemented pursuant to their site-specific admissions policy.

PHA's centralized tracking and occupancy system has the following features:

- Ensures that information regarding the availability of accessible units reaches eligible individuals with disabilities;

- Ensures that PHA and each of its AMEs are taking reasonable non-discriminatory steps to maximize the utilization of accessible units by individuals with disabilities who require the accessibility features of the unit;

- Ensures the timely transfer of families who occupy an accessible unit, but do not need the accessible features of that unit, to any unit in PHA's inventory of the appropriate size, and not limited to the development in which the accessible unit is located, even where that development is otherwise managed by a site-based waiting list;

- Provides that an AME may not allow occupancy of an accessible unit by a family that does not require the accessible features of that unit unless PHA confirms that no current tenant or applicant of any PHA- or AME-managed property needs an accessible unit; and

- Requires that, upon initial occupancy and recertification of all families occupying an accessible unit for which the family does not require the accessible features of the unit, families must execute lease riders requiring the family to relocate to any unit of appropriate size in PHA's inventory.

21.22.1 Occupancy of Accessible Units under the Centralized Tracking System

The centralized tracking and occupancy system tracks all units identified as "accessible" in PHA's systems. There are two subsets of accessible units: ones that are fully accessible in accordance with the standards set forth at Attachment E of PHA's MTW Agreement (referred to as "Selected Units") and "other accessible units." Unless otherwise distinguished as policy applicable only to a "Selected Unit or "other accessible unit" below, the centralized tracking system will apply to all accessible units in PHA's inventory. It is expected to have the features described below.

- PHA will not allow occupancy of an accessible unit by families who do not need the accessibility features of the unit unless there are no disabled families on the waiting list for that particular site or, in the case of applicants on PHA's centralized waiting list, no new or transfer disabled family applicants willing to move to the available site and unit (please see the Chapter on Transfers for more detailed information regarding transfers related to accessibility).

- All families occupying accessible units must sign a lease rider requiring the families to relocate to another appropriately sized unit if the unit features are not required by the family and the unit is needed by a disabled family. Households occupying a Selected Unit who are relocated because they do not need the features of the Selected Unit may be required to relocate to another unit at any PHA or AME site. In the case of remaining family member households, PHA considers the needs of minor children and other relevant factors in the planning and scheduling of the move. Please see **CHAPTER 15: TRANSFER POLICY** for more information about how transfers will be processed for families relocated from accessible units, including Selected Units, pursuant to this policy.

- PHA will prepare and regularly update an inventory of all accessible units for PHA and AME sites. The inventory will identify the development name, address, bedroom size and accessibility features for the units. The inventory information and instructions for applying for PHA/AME housing will be available at all PHA and AME management offices and other sites where applications are processed~~ including a forthcoming web-based system~~.

- A description of the number and type of accessible units at each PHA or AME site will be made available to all disabled applicants and disabled transfer families who require accessible features that are not offered at their current units. The disabled applicants or transfer families will be asked to select the sites for which they wish to apply. Disabled families may choose to be placed on site-based Waiting Lists for PHA sites. The number of site-based Waiting Lists a disabled family chooses may be limited to 5, consistent with PHA's policies for all persons on site-based Waiting Lists. Alternatively, they may elect to be placed on a "first available" inventory-wide waiting list. To transition current waiting list families to the new system, PHA will conduct an update for all disabled family applicants and transfers. At that time, the families will be able to select their desired sites,

and will be placed on the appropriate Waiting Lists based on their original date and time of application. New disabled applicants and transfer families will select their desired sites upon submission of an application or transfer request, as applicable.

- All disabled families seeking a transfer to a unit that includes accessible features that are not offered at their current units must meet applicable reasonable accommodations criteria. Although disabled families seeking a transfer or new admission may choose to be placed on any site's waiting list, they must, subject to accommodations where permissible, necessary and reasonable, meet all eligibility, suitability, or other criteria for that site in order to be offered a unit at that site.

- Consistent with federal law, all qualified non-elderly disabled families will have access to accessible units in buildings that are not designated for exclusive occupancy by seniors.

- With respect to senior families who occupy Selected Units at sites designated for exclusive occupancy by seniors pursuant to a HUD-approved plan, PHA has special policies and programs intended to enable seniors to age in place and to minimize disruptive moves, which often adversely impact the health of seniors. Seniors who require some accessible or adaptable features are assigned to accessible units, including Selected Units, with adaptable features to enable them to age in place.

CHAPTER 22: MTW FAMILY SELF-SUFFICIENCY

22.1 Overview

Upon HUD approval, using it MTW flexibility, PHA will establish and maintain an MTW Family Self-Sufficiency (FSS) Program. Through the MTW FSS program, PHA will encourage participation and successful completion of the program while reducing the dependency of low-income families on welfare assistance and on HCV, PBV/UBV and PH assistance. PHA's MTW FSS Program will be open to eligible participants in the HCV, PBV/UBV and PH Programs. PHA may partner with an outside service provider to coordinate and manage the supportive service and contract portions of the FSS program. The service provider will work with PHA to assist families to transition away from reliance on subsidized housing. The service provider will establish and maintain linkages to agencies that will assist FSS participants to achieve goals, focused on areas such as education, credit repair, homeownership and investment in child savings accounts.

The features of PHA's MTW FSS Program include the following:

- Development and implementation of a simplified escrow calculation methodology for clients who obtain employment and/or increase employment income;
- Establishment of an incentive payment for FSS participants who complete the program and pursue homeownership or secure a non-subsidized rental unit within 2 years of graduation;
- Establishment of goal-specific incentive payments to be awarded when a family attains an established goal (i.e., completion of a GED, successful completion of a semester of college courses, etc.);
- Implementation of a lifetime cap on the amount of escrow for any family. The caps may be periodically reviewed and modified;
- Elimination of the requirement for an FSS Action Plan and minimum program size requirements and establishment of an FSS Management Committee which will establish goals, objectives and standard operating procedures for the MTW FSS program;
- Development and implementation of an MTW FSS Contract of Participation and Individual Training and Service Plan;
- Modification to the limit on voluntary interim recertifications for families in the FSS program ; and
- Completion of FSS reporting through the MTW Annual Plans and Reports using established FSS metrics.

22.2 Definitions.

- **FSS Family or Participating Family** means a family who receives assistance under the HCV program who elects to participate in the FSS program and whose designated head has signed the Contract of Participation.
- **Head of the FSS Family** means the adult member of the FSS family who is the head of household for purposes of determining income eligibility and rent.

22.3 Program Size

PHA will establish the maximum FSS program size for PH and HCV. PHA may modify this allocation based on need and participation levels.

22.4 Selection of FSS Participants

PHA will use the date the family expressed an interest in participating in FSS as the means to select and order selection of FSS participants. There are no selection preferences for participation in PHA's FSS program; however PHA may provide an FSS selection preference for families living in or willing to move to a specified project or to families participating in certain self-sufficiency programs.

22.5 Eligibility

PHA will use the following criteria to determine eligibility for participation in the MTW FSS program:

- May be a current tenant of HCV, PBV/UBV or Public Housing programs;
- Must not owe PHA money related to their participation in the HCV, PBV/UBV, or Public Housing programs;
- Must be in compliance with the lease and other program requirements. Receipt of two or more proposed termination letters or late rent notices in a twelve month period will be deemed "not in compliance with program requirements";
- Must complete the specified tasks, or attend required meetings; and
- Must demonstrate interest and motivation to participate in the FSS program. Such screening will measure the family's interest and motivation, not their qualifications or ability. Examples of limited motivational screening tasks which PHA may require include:
    - Attendance at FSS orientation session or pre-selection interviews;
    - Completion of certain tasks that indicate the family's willingness to undertake the FSS contract obligations such as:
        - Contacting a job training program
        - Contacting an educational program

The head of household must be a participant in FSS before any other family members will be considered;

PHA may refuse to select a family for participation in the FSS program for a second time if that family previously participated and did not meet its FSS obligations and was terminated from the program.

22.6 FSS Contract of Participation

Prior to enrollment in the FSS Program, the family and PHA set personal achievable goals and specific interim goals as a means to measure the family's progress toward achieving economic independence. The designated head of each family participating in the FSS Program must execute an MTW FSS Contract of Participation with PHA. The initial term of the Contract is five years. The contract may be extended, in writing, and at the family's request, for up to two additional years for good cause.

The income and rent numbers inserted on the COP are taken from the last recertification or interim before

the family's participation in FSS. If it has been more than 120 days since the last recertification or interim, PHA will conduct a new recertification or interim redetermination.

The effective date of the COP is the first day of the month following the date the contract was signed by the family and the PHA's representative. The expiration date of the COP is five years from the effective date.

The FSS Contract includes:

- Gross Annual Income;
- The amount of earned income in the Gross annual income;
- Family Rent;
- An individual training and services plan for the family;
- Goals for employment and other activities;
- Principal terms and conditions governing FSS participation;
- Specific rights and responsibilities of the FSS family and PHA;
- Services to be provided; and
- Activities to be completed by the head of the FSS family and each adult member of the family who elects to participate in the program.

22.6.1 Extensions of the COP

The contract may be extended, in writing, and at the family's request, for up to two additional years for good cause. Good cause means circumstances beyond the control of the FSS family, as determined by PHA such as serious illness or an involuntary loss of employment. Termination of employment for nonperformance by the FSS head is not justification for a contract extension.

PHA may extend the COP to allow families to meet the interim goal of being welfare-free at least 12 consecutive months prior to the expiration of the contract.

During an extension to the contract, the family continues to have FSS amounts credited to the escrow account.

22.6.2 Changes to the Contract of Participation

The contract may be modified in the following areas, if PHA and the family mutually agree. Changes to the COP may be made to modify:

- Individual training and services plans;
- The contract term (portability and extension);
- Designation of the FSS head of the family.

22.6.3 Completion of the Contract

The family's contract will be considered completed if:

- The FSS family has fulfilled all obligations under the contract on or before the expiration of the contract term (or extension), or
- The applicable percentage of the family's monthly adjusted income equals or exceeds the FMR for the size unit for which the family qualifies (voucher size in the HCV program and actual size qualified under the occupancy standards in PH); and
- The head of household certifies that no family member is receiving federal, State or local welfare assistance.

The contract may be completed before the five years have expired. The family does not have to be free of housing assistance to have completed the contract.

22.6.4 Compliance With The Lease

The COP provides that the family must comply with the assisted lease. Therefore, non-compliance with the public housing lease, or the lease with the owner in the HCV program, may be grounds for termination of the FSS Contract of Participation. However, this only refers to FSS termination. PHA will not terminate tenancy in public housing due to FSS noncompliance. In the HCV program, if the violation of the lease is "serious or repeated," PHA may terminate program assistance.

22.6.5 Change In Family Composition

If the FSS family head leaves the family during the term of the contract, and the remaining family members want to continue participation in the FSS program, the new head of household will be designated as the FSS head. The contract will have to be revised to reflect the new head of the FSS family.

If the head of the FSS family left the family after the expiration of the Contract of Participation, the contract provides for the remaining family members to designate a family member to receive the escrow.

If any family member with an individual training and services plan leaves the assisted family during the term of the FSS contract, PHA will delete the individual training and services plan (ITSP) for that family member.

PHA will determine whether new or revised ITSPs need to be established for the family to continue its participation in the FSS program.

If the initially designated head of the FSS family or any other family member with an ITSP did not meet the obligations under the contract, the PHA may terminate the FSS contract or terminate assistance under the program.

22.6.6 Consequences Of Noncompliance With Contract

If the family does not comply with the contract, PHA may:

- Withhold the supportive services;
- Terminate the family's participation in the FSS program, or

- Terminate HCV program assistance (unless the only basis for noncompliance is failure to become independent from welfare assistance)

If the head of the FSS family does not seek and maintain employment or never becomes employed during the contract's five-year term, the family has not met its FSS obligations.

Families may request an Informal Hearing/Grievance after being notified of a corrective action by PHA.

22.6.7 Termination of FSS Contract

The FSS contract is automatically terminated if HCV or PH assistance is terminated. The contract may also be terminated by:

- Mutual consent;
- Failure of family to meet contract obligations without good cause;
- Family withdrawal from FSS program; and/or
- Other act deemed inconsistent with the purpose of the FSS program Operation of law

If PHA decides to withhold escrow, terminate FSS supportive services, terminate the FSS contract, or terminate HCV program assistance because the family failed to comply with its FSS contract, PHA will offer the family the opportunity for an informal hearing. In public housing, the family is entitled to present a grievance in accordance with the public housing grievance procedures.

The PHA is not required to terminate assistance as a consequence of not completing the obligations of the FSS Contract of Participation. Instead, the family may continue to receive assistance after termination of participation in the FSS program.

PHA will review the circumstances of the non-compliance to determine the appropriate remedy.

PHA may terminate participation in the FSS program and require forfeiture of the FSS escrow without terminating HCV program assistance.

PHA may also consider renegotiating or revising the ITSP with the family.

If a family drops out of the FSS program, or the contract expires and PHA does not choose to terminate assistance, the family would continue to receive assistance.

There is no provision to evict public housing residents if they do not meet their FSS obligations. The law only provides for a termination of HCV program assistance if an HCV FSS family fails to comply with the requirements under the Contract of Participation.

22.7 Individual Training and Services Plan (ITSP)

The MTW ITSP is a written plan that is prepared for the head of the FSS family (and each adult member of the FSS family who elects to participate) by PHA in consultation with the family member. The ITSP is part of the Contract of Participation. The ITSP includes:

- The supportive services to be provided to the family member;
- The activities to be completed by that family member;

- The agreed upon completion dates for the services and activities;

- A mandatory interim goal for families on welfare to be free of welfare assistance for at least 12 consecutive months prior to the expiration of the Contract; and

- A final goal to maintain suitable employment. Only the FSS head is required to obtain employment as a condition of completing the contract goals.

The ITSP is mandatory for the FSS head, and optional for other family members.

If the PHA offers additional incentives (besides the escrow account) they will be included in the ITSP. Any changes to the Plan will be included as a written revision and will include the item changed, the signatures of the clients and a PHA representative, and the date of the change.

22.8 Provision Of Services

PHA is responsible to ensure that the services provided to the family are adequate. If a social service agency fails to deliver the supportive services identified in the ITSP, PHA will make a good faith effort to obtain the services from another agency. If PHA is unable to obtain the services, they will decide whether another available service would achieve the same purpose. If the unavailable services are not key to the family's ability to achieve self-sufficiency, PHA will revise the ITSP to delete the services and modify the contract accordingly. If the services are integral, PHA will declare the contract null and void.

22.9 Incentives to Participate

PHA may provide the following incentives to participate in the MTW FSS program:

- Escrow funds for clients who obtain employment and/or increase employment income and who are at or below the low income limit using a simplified escrow calculation methodology;

- Incentive payments for FSS participants who complete the program and pursue homeownership or secure a non-subsidized rental unit within 2 years of graduation;

- Goal-specific incentive payments to be awarded when a family attains an established goal (i.e., completion of a GED, successful completion of a semester of college courses, etc.).

As the family's earnings increase over time, the escrow account is credited with a portion of the amount of increased rent they pay due to increases in earned income.

- The family may withdraw funds from the escrow account for specific purposes while they are participating in the FSS program, provided they have met certain interim goals as determined by PHA.

- Upon completion of the FSS Contract of Participation, the family may receive the balance of their escrow account. Successful completion requires that the family no longer receives welfare assistance, although they may still receive housing assistance.

FSS clients may receive appropriate supportive services from various community resources. Available supportive services may include: child care; remedial, secondary and post-secondary education; job training, counseling and placement; substance abuse counseling and limited treatment referrals; training in parenting, homemaking, and money management skills; and homeownership counseling.

The family's Individual Training and Services Plan will designate which resources may be awarded to assist the family in fulfilling the terms of their FSS Contract of Participation. Individual needs of participating families are assessed by PHA staff, and when appropriate resources are available, referrals are made to other agencies that regularly provide job training programs and individualized case management. Examples of such programs are Success through Reaching Individual Development and Employment (STRIDE), Job Opportunity and Basic Skills (JOBS), and Job Training Partnership Act (JTPA) programs.

22.10 Escrow Accounts

Generally, as the family's earnings increase over time, the escrow account is credited with a portion of the amount of increased rent they pay due to increases in earned income.

The family's annual income, earned income, and family rent are inserted into the Contract of Participation at execution. These become the baseline figures for future escrow calculations. PHA will take these figures from the last recertification or interim determination before the family's initial participation in the FSS program, unless more than 120 days will pass between the effective date of the recertification and the effective date of the contract. PHA will conduct a new recertification if more than 120 days will have expired. Escrow credits are based on increase of earned income.

Other escrow account features include:

- Increases in income other than earned income do not contribute to the escrow credit.
- If additional family members are approved by PHA, their earned income is counted when computing the escrow regardless of whether they have an individual training and services plan.
- A lifetime cap of on the amount of escrow for any FSS family. The caps may be periodically reviewed and modified.
- No credits will be made to the family's FSS escrow account after the FSS family has completed the Contract of Participation or when the contract is terminated or otherwise nullified.

Earned Income is income from wages, tips, salaries, other employee compensation, military pay that is normally included in the annual income definition and any earnings from self-employment. Earned income does not include pensions, annuity payments, transfer payments, cash or in-kind benefits, or funds deposited in or accrued interest on the escrow account established by PHA or IHA on behalf of a participating family.

22.10.1 FSS Escrow Credit

PHA will determine the escrow credit for families with adjusted annual income at or below the low-income limit and who have an increase in earned income. If the family's adjusted annual income increases to more than 80% of area median income, FSS credits are no longer made.

22.10.2 Timing of the Escrow Credit Calculations

- When the family is selected for the FSS program and executes a contract of participation, PHA will enter the baseline income data into the contract.
- There will not be an escrow calculation until the family has a qualifying increase in earned income after the date of the contract.

- Thereafter, whenever PHA conducts a regular or interim recertification during the contract, PHA will also calculate the monthly escrow credit.

- PHA will follow its ACOP to determine whether an interim recertification should be conducted, and when increases will go into effect.

- If the family has one or more interim recertifications during the year, the monthly escrow amount may change during the year. Otherwise, the monthly escrow credit will be the same for the entire period between annual recertifications.

- Interim recertifications resulting from increases in earned income for families in the FSS program will not count toward the limit on voluntary interim recertifications.

22.10.3 Crediting the Escrow Account

- PHA will deposit all escrowed credits into a single depository account.

- The IRS does not count the funds or interest on the funds in the escrow account as income for purposes of income taxes, either before or when the family actually receives the escrow.

- The total of the combined FSS account funds for families will be supported in PHA's accounting records by a subsidiary ledger. This ledger will show the balance applicable to each FSS family.

- PHA may either credit the account monthly, since interim adjustments may change the amount of the credit, or the FSS worksheet credit calculations may be added for the 12 month period and PHA may make one adjustment.

- If PHA finds that a family did not report income they were required to report, PHA will not credit the family's escrow account retroactively with any portion of the unreported income.

- In addition, if the family committed program fraud, it is grounds for termination from the HCV and programs, as well as the FSS program.

22.10.4 Investing the FSS Escrow Account

PHA will invest funds in the FSS account in HUD-approved investments specified in HUD Handbook 7475.1 REV. The investment income for funds in the FSS account will be prorated and credited to each family's FSS account. The credit will be based on the balance in each family's FSS account at the end of the investment income credit period.

Before applying the interest, PHA will check to see whether:

- The owner/PHA has reported that the family has not paid rent or other amounts due under the lease.

- If the family owes these amounts, PHA will reduce the balance in the account by the amount owed before prorating the interest income. This is because the contribution to the escrow account is based on the amount of Family Rent actually paid by the family, not the amount of Family Rent charged.

- PHA will not submit IRS form 1099 to FSS families with escrow account balances or who receive final disbursements. This is not required by the IRS.

22.10.5 Reporting on the FSS Escrow Account

- PHA will make a report, at least once annually, to each FSS family on the status of the family's FSS account.
- PHA may opt to provide the report at the recertification date, the HAP contract anniversary date, the end of the calendar year, or any other time selected by PHA.
- At a minimum, the report must include:
  - The balance at the beginning of the reporting period;
  - The amount of the family's rent payment that was credited to the FSS account during the reporting period;
  - Any deductions made from the account for amounts due PHA before interest is distributed;
  - The amount of interest earned on the account during the year; and
  - The total in the account at the end of the reporting period.

22.10.6 Disbursing the FSS Escrow Account

The amount in an FSS account, in excess of any amount owed to PHA by the FSS family, is paid to the head of the FSS family:

- When the Contract of Participation has been completed (even if the contract term has not expired); or
- Whenever the family's monthly adjusted income equals or exceeds the FMR for the unit size for which the family qualifies, based on PHA's occupancy standards (even if the five years is not up); and
- When, at contract completion, the head of the family certifies that, to the best of his/her knowledge and belief, no family member receives federal or State welfare assistance.

Even if the family is welfare free for 12 consecutive months before the contract expiration date, if the family has not met its other FSS obligations (obtained employment) the family is not eligible for the escrow.

An intergenerational family whose head becomes independent of welfare assistance but whose adult daughter with a child continues to receive TANF is not eligible for the escrow because ALL family members must be free of federal and State welfare assistance.

22.10.7 Use of FSS Escrow Funds

The family may use the final disbursement of escrow account funds without restriction.

An FSS family may use its FSS escrow account funds for the purchase of a home, including a home:

- Under one of HUD's homeownership programs; or

- Under other federal, State, or local homeownership programs.

Before disbursing the funds, PHA may verify that the family is no longer receiving welfare assistance by:

- Requesting copies of documents; and
- Contacting the welfare agency.

If a family receives an advance payment from their escrow account prior to completing the contract, the advance payment does not have to be repaid to PHA if they drop out of the FSS program, unless the payment was based on fraud or misinformation by the family.

PHA may, at its sole discretion, disburse a portion of the funds from the family's escrow account during the contract period for contract-related expenses if the family:

- Has fulfilled certain interim contract goals; and
- Needs a portion of the FSS account funds for purposes consistent with the contract such as:
  - School tuition (or other school costs);
  - Job training expenses;
  - Business start-up expenses; or
  - Car (when public transportation is unavailable or inaccessible to the family).

22.10.8 Forfeiting the Account

Amounts in the FSS account will be forfeited if:

- The Contract of Participation is terminated, or
- The Contract of Participation is completed but the family is receiving welfare assistance when the contract expires, including extensions.

If the head of the family dies and the remaining members of the family choose not to continue participating in the program and the contract obligations have not been met, the escrow funds would be forfeited.

If families do not pay their rents to PHA or the HCV owner, the funds may be forfeited because:

- Compliance with the applicable HCV or PH lease is a family obligation under the contract; and
- Nonpayment of rent is grounds for terminating a family's FSS participation and forfeiture of the escrow.

FSS account funds forfeited by the family will be treated as program receipts for payment of program expenses under PHA's HCV or PH budget.

The escrow funds may be used by PHA for HUD approved expenses.

22.11 FSS Reporting Requirements

PHA shall submit to HUD, as part of its MTW Annual Plan and MTW Annual Report a report regarding the MTW FSS program. The report will be in the format as prescribed by HUD including baseline, benchmarks and outcomes.

Appendix A: GLOSSARY OF ACRONYMS

ACC	Annual Contributions Contract
ACO	Application for Continued Occupancy
ACOP	Admissions and Continued Occupancy Policy
ADA	Americans with Disabilities Act of 1990
BR	Bedroom
CDBG	Community Development Block Grant (Program)
CFR	Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as “the regulations”)
CGP	Comprehensive Grant Program
CIAP	Comprehensive Improvement Assistance Program
CIR	Tenant Information Report
COLA	Cost of Living Adjustment
CWL	Central Waiting List
DPA	Department of Public Assistance
DPW	Department of Public Welfare
EIV	Enterprise Income Verification
ESS	Economic Self Sufficiency
FBI	Federal Bureau of Investigations
FDIC	Federal Deposit Insurance Corporation
FIFO	First-In First-Out
FHA	Federal Housing Administration
FHEO	Fair Housing and Equal Opportunity
FMR	Fair Market Rent
FR	Federal Register
FSS	Family Self-Sufficiency (Program)
FTS	Full-time Student
FY	Fiscal Year
HCV	Housing Choice Voucher
HOH	Head of Household
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
ICN	Income Control Number
ID	Identification
IRS	Internal Revenue Service

LBP	Lead-Based Paint Abatement
LEP	Limited English Proficiency
LRI	Liberty Resources, Inc.
MOU	Memorandum of Understanding
MROP	Major Reconstruction of Obsolete Projects
MTW	Moving to Work
MTWFAA	Moving to Work Family Agreement Addendum
NCIC	National Crime Information Center
OIG	Office of Inspector General
PAL	Police Athletic League
PASS	Plan to Attain Self-Sufficiency
PB	Project Based
PHA	Public Housing Agency or Philadelphia Housing Authority
PHGB	Public Housing Guidebook
PIH	(HUD Office of) Public and Indian Housing
PMI	Preventive Maintenance Inspection
QC	Quality Control
QHWRA	Quality Housing and Work Responsibility Act of 1998 (also known as the Public Housing Reform Act)
RAD	Rental Assistance Demonstration
REAC	Real Estate Assessment Center Inspections
RFP	Request for Proposals
SBWL	Site-based Waiting Lists
SHI	Special Housing Initiative
SRO	Single Room Occupancy
SS	Social Security
SSA	Social Security Administration
SSI	Supplemental Security Income
SSN	Social Security Number
SSP	State Supplementary Program
TANF	Temporary Assistance for Needy Families
TSAP	Tenant Selection and Assignment Plan
TTD	Text Telephone Display
TTY	Teletype Communication
TTP	Total Tenant Payment
UA	Utility Allowance
UFAS	Uniform Federal Accessibility Standards

UIV	Upfront Income Verification
UPCS	Uniform Physical Condition Standard
URA	Uniform Relocation Assistance and Real Property Acquisition Polices Act of 1970
URD	Urban Revitalization Demonstration Program
US	United States
USC	United States Code
USCIS	United States Citizenship and Immigration Services
VAWA	Violence Against Women Reauthorization Act of 2013

Appendix B: GLOSSARY OF PUBLIC HOUSING TERMS

- **Abate:** To put an end to; to reduce in value or amount.

- **Accessible:** The facility or portion of the facility can be approached, entered, and used by individuals with physical handicaps.

- **Accessible Unit:** When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR § 8.32 & § 40 [the Uniform Federal Accessibility Standards] is "accessible" within the meaning of this paragraph.

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

- **Accessible Facility:** Means all or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps. [24 CFR 8.21]

- **Accessible Route:** For persons with mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. [24 CFR § 8.3 & § 40.3.5]

- **Adaptability:** Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types & degrees of disability. [24 CFR § 8.3 & § 40.3.5]

- **Adjusted Annual Income:** Same as Adjusted Income.

- **Adjusted Income:**

  - Annual income minus $480 for each dependent and an allowance for certain expenses to care for children and handicapped family members. **(Non MTW/Not Applicable to Rent Simplification)**
  - Elderly and disabled families have an additional $400 allowance and may also deduct certain medical expenses. (Not applicable to Rent Simplification). **(Non MTW/Not Applicable to Rent Simplification)**
  - Annual income minus $500 working family deduction and an allowance for medical insurance premiums for elderly and disabled families**. (MTW/Applicable to Rent Simplification)**

- **Admissions and Continued Occupancy Policy (ACOP):** Defines Philadelphia Housing Authority's policies for the operation of the Public Housing Program within the context of Federal laws and regulations.

- **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, State or tribal law.

- **Affected Resident:** Any Resident of Public Housing who is relocated either temporarily or permanently as a direct result of disposition, demolition, redevelopment and/or significant rehabilitation activities.

- **Affiliated Individual**: with respect to an individual, as a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis, or an individual who has guardianship over another individual who is not a minor, or any individual, tenant or lawful occupant living in the household of that individual.

- **Alteration:** Any change in a facility or its permanent fixtures or equipment. It does not include normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems. [24 CFR § & § 8.23 (b)]

- **Annual Contributions Contract (ACC):** The written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and which PHA agrees to comply with HUD requirements for the program.

- **Annual Income:** The anticipated total income from all sources, monetary or not, received by the head of household and spouse (even if temporarily absent) and by each additional member of the family, 18 years and older, including all net income derived from assets, for the 12-month period following the effective date of initial determination or recertification of income. When a family member will turn 18 between the date of eligibility and on or before the effective date of initial lease-up, PHA will include the family member's income in the calculation of annual income;

  Annual income includes, but is not limited to: the full amount of wages and salaries; net income from a business or profession; net income of any kind from assets; periodic payments from Social Security, annuities, insurance policies, retirement income, pensions, disability or death benefits; payments in lieu of earnings; welfare assistance; alimony and regular contributions or gifts; all regular pay, special payments and allowances received by a member of the Armed Forces; payments to the head of the household for support of a minor; relocation payments made to displaced persons under the Uniform Relocation Act.

  Annual income does not include: non-recurring income, defined as casual, sporadic, and irregular, gifts, reimbursements for the cost of treatment of an illness or medical care, or certain temporary foster care payments, non-recurring or sporadic income; income from employment of minors (including foster children); (income of certain care providers); lump sum additions to family assets; the full amount of student financial assistance paid directly to the student or to the educational institution; special pay to a family member serving in the Armed Forces who is exposed to hostile fire; income from certain training programs; reparation payments; earnings in excess of $480 for each full-time student who is 18 years old or older (excluding head of household or spouse); adoption assistance payments in excess of $480 per adopted child; refunds or rebates received by the family for property taxes paid on the dwelling unit; amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the National Housing Act of 1937 or Section 236 of the National Housing and Community Development Act of 1974.

- **Annual Inspection:** An inspection conducted at least annually using HUD's Uniform Physical Conditions Standards (UPCS) as a guideline.

- **Anticipated Annual Income:** When not feasible to anticipate income for a twelve (12) month period, PHA may use the annualized income anticipated for a shorter period, subject to an interim adjustment at the end of the shorter period. Examples of cases where anticipated annual income is applicable are for teachers or individuals receiving unemployment compensation.

- **Applicant (Applicant Family):** A family that has applied for admission to a program but is not yet a participant in the program.

- **Assessment:** The determined amount to be charged to the Tenant.

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

  - Real property (land, houses, mobile homes)
  - Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
  - Cash value of whole life insurance policies
  - Stocks and bonds (mutual funds, corporate bonds, savings bonds)
  - Other forms of capital investments (business equipment)

  Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing savings funds before maturity.

  Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or recertification. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

  In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms.

- **Assets:** Assets include, but are not limited to: savings, cash, resources having redemptive or interest accruing value, equity in or net cash value after deducting reasonable costs that would be incurred in disposing of real property (excluding burial plots), stocks, bonds and other forms of capital investments. The equity in a housing cooperative unit or in a manufactured home in which the family resides shall be excluded only if the family continues to reside in the cooperative unit or manufactured home after admission to the program. The value of personal property such as furniture and automobiles is to be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income).

- **Asset Exclusion (MTW/Applicable to Rent Simplification):** Exclude the income on the first $50,000 of assets.

- **Assistive Animal:** An animal which provides assistance, services or support to a person with disabilities and which is needed as a reasonable accommodation to such individual for persons with disabilities. Such animals work, provide assistance, or perform tasks for the benefit of a person with a disability or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability (for example a dog guiding an individual with impaired visions or alerting an individual with impaired hearing).

- **Auxiliary Aides:** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities.

- **Breach:** The act of a Tenant or PHA failing to perform its obligations as required under the terms of the lease agreement.

- **Care Attendant:** A person that regularly visits the unit of a PHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by PHA must demonstrate separate residence) and do not live in the Public Housing unit. Care attendants have no rights of tenancy.

- **Ceiling Rent:** A “cap” or maximum rent for higher income families.

- **Centralized Tracking System for Accessible Units:** Tool for ensuring the timely tracking and occupying of accessible Public Housing conventional/scattered sites and AME units.

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

- **Co-head:** An individual in the family who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

- **Citizen:** A citizen or national of the United States.

- **Commencement:** The date the lease will take effect.

- **Common Area:** Any area surrounding or adjacent to a house, apartment unit, building and/or structure which a Tenant occupies as his/her primary residence.

- **Complainant:** Any applicant or tenant whose grievance is presented to PHA or at the project management office.

- **Composition:** The number of members in the Household listed on the application for assistance or in the lease agreement.

- **Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants to obtain income information from employers and SWICAs; return information from the Social Security Administration (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the IRS. Consent forms expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits.

- **Conventional:** A unit and/or site within a specific housing development owned by PHA.

- **Cooperative (term includes mutual housing):** Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular unit, and to participate in management of the housing. A special housing type: see §982.619.

- **Covered Person:** A tenant, any member of the tenant’s household, a guest, or another person under the tenant’s control.

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

- **Default:** The omission or failure of the Tenant to perform a legal or contractual obligation under the lease agreement.

- **Demolition:** The razing, in whole or in part of one or more permanent buildings of a Public Housing development.

- **Dependent:** A member of the family household (excluding family head, spouse or Co-head, foster children or foster adults) other than the family head or spouse, who is under 18 years of age or is a

person with a disability, or is a full-time student.

Means the category of family for whom PHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. (PL 96-120).

- **Designated:** (or designated project). A development(s), or portion of a development(s) designated for elderly only or for disabled families only in accordance with PL 96-106.

- **Dilapidated**: A housing unit is dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.

- **Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. A disabled family may include persons with disabilities who are elderly.

- **Disabled Person:** A person who:

  - Has a disability as defined in Section 223 of the Social Security Act [42 USC 423]; or

  - Has a physical or mental impairment that:

    - Is expected to be of long continued and indefinite duration;

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

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

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

  NOTE: This is the program definition for Public Housing. The Section 504 definition does not supersede this definition for eligibility or admission. A person with disabilities may be a child. Also see definition for Persons with Disabilities.

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

  An admissions preference awarded to applicants who can verify that they are or will be displaced, by a natural disaster declared by the President of the United States, by governmental action (e.g. an eminent domain condemnation, code enforcement action, etc.), by domestic violence or by specific PHA displacement policy.

- **Disposition:** The sale or transfer by PHA of an ownership interest in the real estate of a PH development.

- **Domestic Violence:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim or intimate partner, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the

jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

- **Drug:** A controlled substance as defined in the Controlled Substances Act

  An admission preference awarded to applicants whose head of household, spouse, or sole member of the family is receiving Social Security Disability, SSI Disability benefits or any other payments based on an individual's inability to work due to disability or are age 62 or older.

- **Drug-related criminal activity** is defined as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

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

  - Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction
  - Right of the tenant to be represented by counsel
  - Opportunity for the tenant to refute the evidence presented by PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have
  - A decision on the merits

- **Eligible Family** (Family): A family that is income eligible and meets the other requirements of this ACOP.

- **Emergency:** An unexpected event or occurrence that requires prompt and immediate action. It is a potentially hazardous condition that threatens the health, safety or well-being of a person or property.

- **Employer Identification Number (EIN):** The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.

- **Eviction:** The act or process by which PHA shall require a tenant to vacate or terminate occupancy of a Unit as a result of a breach of the lease agreement, PHA policy or State, Federal or local law.

- **Evidence of Citizenship or Eligible Status:** The documents which must be submitted to evidence citizenship or eligible immigration status.

- **Excess Utility Charge:** Amounts charged for utility consumption in excess of the utility allowance schedule.

- **Excessive Utility Usage:** Utility use that is in excess of the current Utility Allowance Schedule, including but not limited to filling outdoor swimming pools larger than four (4) feet in diameter, car washing and/or usage of washers and/or dryers.

- **Facility:** All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock or other real or personal property or interest in the property.

- **Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

- **Fair Market Rent (FMR):** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the Federal Register in accordance with 24 CFR part 888.

- **Family:** Includes but is not limited to the following, and can be further defined in PHA policy:
  - A family with or without children (the temporary absence of a child from the home due to placement in foster care is not considered in determining family composition and family size)
  - An elderly family;
  - A disabled family;
  - A displaced family;
  - The remaining member of a tenant family; or
  - A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

- **Financial Hardship:** Financial hardships include but are not limited to the following:
  - When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  - When the family would be evicted because it is unable to pay the minimum rent;
  - When the income of the family has decreased because of changed circumstances, including loss of employment;
  - When a death has occurred in the family; and
  - Other circumstances determined by the responsible entity or HUD.

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

- **Grievance:** Any dispute which a Tenant may have with respect to PHA action or failure to act in accordance with the individual Tenant's lease or PHA regulations which adversely affect the individual Tenant's rights, duties, welfare or status.

- **Grievance Hearing:** A formal meeting between the Tenant, his/her representative, the PHA manager and PHA's representative to dispute or settle the Tenant's grievance. The grievance hearing is conducted and decided by an impartial person ("'Hearing Officer").

- **Guest:** A person who, either by expressed or implied consent of a Tenant and/or Household Member, enters and/or makes use of a PHA unit. This definition applies for the purposes of determining whether an individual's criminal activity is the responsibility of the tenant. The requirements of the lease apply to a guest as so defined.

- **Handicap:** Any condition or characteristic that renders a person an individual with handicaps.

- **Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

- **Hearing Officer/Arbitrator/Panel:** A person/panel selected in accordance with HUD regulations to hear grievances and render a decision with respect thereto

- **Homeless Family:** Any individual or family who:
  - Lacks a fixed, regular and adequate night time residence; and
  - Has a primary night time residence that is:
    - A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters and transitional housing for the mentally ill); or
    - An institution that provides a temporary residence for individuals intended to be institutionalized; or
    - A public or private place not designed for, or ordinarily used as, a regular sleeping

accommodation for human beings.

NOTE: A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

- **Homelessness:** Having no home or haven.

- **Household:** The family and PHA-approved live-in aide. The term household also includes foster children and/or foster adults that have been approved to reside in the unit.

- **Household Member:** A person residing in the unit with the consent of PHA and with whom PHA has a contractual relationship as a result of entering into a Lease Agreement for the occupancy and use of the Unit provided by PHA.

- **Housekeeping Citation:** Residents who fail a housekeeping inspection will be issued a Housekeeping Citation and will have a housekeeping re-inspection. Repeated Housekeeping Citations are considered violations of the lease.

- **Housekeeping Inspections:** Inspections that are completed each year by the Asset-Mgr/Property Manager using the Standard Housekeeping Inspection Form. The inspections evaluate the housekeeping conditions, safety conditions, tenants care of the unit and compliance with other obligations under the lease.

- **Housing Agency/Authority (HA):** A state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing ("PHA" and "HA" mean the same thing).

- **HUD:** The United States Department of Housing and Urban Development.

- **Immediate Family Member:** A spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

- **Imputed Income:** PHA passbook rate multiplied by the total cash value of assets. Calculation used when net family assets exceed $5,000.

- **Imputed Welfare Income:** An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

- **Income-Based Rent:** A tenant rent that is based on the family's income and PHA's rent policies for determination of rent. Income-based rent must not exceed the total tenant payment for the family minus any applicable utility allowance for tenant-paid utilities. If the utility allowance exceeds the total tenant payment, PHA shall pay such excess amount (the utility reimbursement/Utility Assistance Payment) either to the family or directly to the utility supplier to pay the utility bill on the behalf of the family. PHA will notify the family in the event that the utility payment is paid directly to the supplier.

- **Income Information:** Means information relating to an individual's income, including:

  - All employment income information known to current or previous employers or other income sources
  - All information about wages, as defined in the State's unemployment compensation law, including any Social Security Number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, Employer Identification Number of an employer reporting wages under a State unemployment compensation law

- Whether an individual is receiving, has received, or has applied for unemployment compensation, and the amount and the period received
  - Unearned IRS income and self-employment, wages and retirement income
  - Wage, social security, and supplemental security income data obtained from the Social Security Administration.

- **Income Limits:** Maximum annual income, as established by HUD, to be used in determining initial eligibility

- **Income:** Annual income includes:

  - The full amount, before any tax and/or payroll deductions, of wages and salaries, including compensation for overtime, commissions, fees, tips and bonuses and compensation for personal service;
  - The net income from a business or profession, interest, dividends, and other net income of any kind from assets whether real or property or instruments such as stock, bonds and certificates of deposit;
  - The full amount of periodic payments before deductions, received from unemployment and disability compensation, worker's compensation, and severance pay;
  - Social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits;
  - Alimony, child support and allowances received by members of the Armed Forces for their family; and
  - Welfare assistance payments.

- **Income:** Income from all sources of each member of the family as determined in accordance with criteria established by HUD (See also "Annual Income)

- **Individual with Handicaps:** Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

- **Informal Hearing/Informal Settlement Meeting:** A review of PHA's decisions related to the individual circumstances of applicant/tenant family. The review will be conducted by a person/persons other than the person who made or approved the decision under review or a subordinate of such person, at which an applicant or tenant may present objections to PHA's action or failure to act.

- **Intentionally:** To act purposefully.

- **Interim Recertification:** The process of securing documentation to determine the rent the tenant will pay when there are applicable changes to family composition and/or income in between regular recertifications. For tenants under the MTW program, optional interim recertifications may be requested once every six months.

- **Jurisdiction:** The area in which the HA has authority under State and local law to administer the program.

- **Kinship Care:** An arrangement in which a relative or non-relative becomes the primary caregiver for a child or children, but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law)

- **Late Rental Payment:** Rental payments that are received by Management after the 5th day of the month.

- **Lead Based Paint (LBP) Abatement:** Removal of lead-based paint in a dwelling unit requiring

Residents to be relocated to a lead-free unit.

- **Lease:** A written agreement between PHA and an eligible family for the leasing of a unit. The document that provides the Tenant and Household Members with the right to use and occupy, for a specified period of time, the Unit provided by PHA for the sole purpose of the Tenant, Household Members for use as a primary residence. The Lease also establishes the rights, obligations and responsibilities of each party.

- **Live-In Aide:** A person who resides with either one or more elderly persons, near-elderly persons, or persons with disabilities, and who:

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

- **Limited Local Preference (Special Housing Initiative):** An admission preference utilized to meet local housing objectives and to serve the unique needs of individual communities. In most cases, applicants are referred to PHA from an organization or entity (these applicants are not selected from a PHA Waiting List) and must meet PHA eligibility and suitability criteria. Categorized as PHA's Special Housing Initiatives. Some the initiatives include: the Nursing Home Transition Program, the Liberty Resources Incorporated (LRI) Program; and the Blueprint to End Homelessness Program. A public hearing is required to adopt a housing authority's local preferences.

- **Management:** The staff of the Philadelphia Housing Authority that manage or oversee the daily operations of a PHA site(s).

- **Minimum Rent:** Minimum amount of rent a Public Housing tenant is required to pay, except when financial hardship exists. Established at $50.

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

- **Misrepresentation:** The act of making a false or misleading statement or omitting a material fact about an issue with the intent to deceive or to be unfair.

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

- **Monthly Adjusted Income:** One twelfth of annual adjusted income.

- **Monthly Income:** One twelfth of annual gross income.

- **Move-In Inspection:** PHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by PHA and the tenant, is kept in the tenant file.

- **Move-Out Inspection:** PHA will perform an inspection when the family vacates a unit and will encourage the family to participate in the move-out inspection. The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. PHA will determine when the family vacates the unit, if there are tenant caused damages. Move-out inspections also assist PHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

- **MTW Demonstration Program (Moving to Work):** Section 204(a) of the 1996 Appropriations Act

provides that Public Housing agencies ("PHAs") and the Secretary of the Department of Housing and Urban Development (the "Secretary") shall: have the flexibility to design and test various approaches for providing and administering housing assistance that reduce cost and achieve greater cost effectiveness in Federal expenditures; give incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient; and increase housing choices for low-income families. Additionally, HUD may permit agencies to combine funds from several HUD programs, and may exempt agencies from existing public and Indian housing and Section 8 certificate and voucher rules under Moving to Work Demonstration authority.

- **National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

- **Negative Rent:** Term used to refer to families who pay no tenant rent and receive a utility reimbursement.

- **Negligence:** The act of not taking prudent care that a reasonable person would have exercised in the same situation.

- **Net Family Assets:** (1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

    - In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under §5.609.

    - In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or recertification, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

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

- **Other Person under the Tenant's Control:** The person, although not staying as a guest in the unit is or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has expressed or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control, i.e. the Pizza delivery person.

- **Participant (Participant Family):** A family that has been admitted to the Program, and is currently assisted in the program. The family becomes a participant on the effective date of the first day of the initial lease term. Also referred to as Resident Family or Tenant Family.

- **Repayment Agreement:** An agreement signed between an applicant or tenant/participant and PHA in which the applicant or tenant/participant agrees to pay, in monthly installments, a sum owed to PHA.

- **Persons with Disabilities:** A person who has a disability as defined in 42 U.S.C. 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long- continued and

indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means and "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes). See "Individual with handicaps".

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

- **Project:** The whole of one or more residential structures & appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. [24 CFR § 8.3]

- **Public Assistance:** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, State, or local governments.

- **Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

- **Quality Control Inspection:** Inspections that are performed periodically to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame. PHA will conduct QC inspections on 10% of units where repairs were completed.

- **Recertification:** The process of securing documentation from the tenant family, (proof of income, family composition and other related documents as requested by Management) to determine the rent the tenant will pay, eligibility for continued occupancy of the Unit, and related matters in accordance with this ACOP. If there are no additional changes to report or regulatory requirements in between regular recertifications, the period in between regular recertifications is generally 24 months (Applicable to MTW program). For tenants who do not fall under the MTW program, the period between regular recertifications is twelve months. For families choosing Ceiling Rents, recertifications are scheduled to take place every 36 months for income and every 12 months for household composition.

- **Relocation:** A voluntary or involuntary move, moving all belongings from one unit to another (i.e. PHA Housing Choice Voucher, Conventional, Scattered Site, or Private Residence).

- **Remedy:** The act of a Tenant or PHA electing to enforce a right or to take a particular course of action as a result of a violation or breach of the terms of the Lease.

- **Rent:** The amount payable monthly by the Tenant in exchange for the occupancy and use of the Unit provided by PHA. When PHA supplies all utilities or pays the utility allowance directly to the utility company for crediting to the Tenant's account, the Tenant's rent equals the Total Tenant Payment. When PHA does not supply some or all of the utilities and the cost thereof are not included in the amount paid as rent, the Tenant's rent equals Total Tenant Payment less the Utility Allowance. Also referred to as Monthly Rental Payment.

- **Rent Simplification:** A program to simplify the calculation and verification of income and rent share for Public Housing.

- **Reprisal:** Retaliation for an injury with the intent of inflicting at least as much injury in return.

- **Resident:** Refers to all individuals residing at an affected PHA Conventional or Scattered Site.

- **Scattered Site:** A unit and/or site which is not within a specific housing development owned by PHA.

- **Section 214:** Section 214 of the Housing and Community Development Act of 1980, as amended

- **Security Deposit:** The amount of money provided (in addition to monthly rental payments) by the applicant to PHA, and held in an escrow account by PHA until the termination of the Lease Agreement, as collateral to guarantee the Tenant's performance of his/her obligations under the Lease Agreement. The security deposit can be used for unpaid rent or damages upon termination of the lease. This amount is paid prior to initial occupancy of the dwelling unit.

- **Sexual Assault**: any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

- **Site-based Waiting List (SBWL):** A site-specific waiting list. Applicants select those sites at which they would like to live. PHA SBWLs will be established at all Public Housing conventional and scattered sites. Applicant families will have the opportunity to choose up to 5 waiting lists on which to be placed.

- **Social Security Number (SSN):** The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

- **Special Housing Initiative (SHI):** See Limited Local Preference.

- **Special Inspection:** Housing management staff may request the Inspection Department to conduct a special inspection for housekeeping, unit condition or suspected lease violation. HUD representative or local government officials may review PHA's operations periodically and may inspect a unit as part of their monitoring.

- **Spouse:** The husband or wife of the head of household.

- **Stalking:** engaging in a course of conduct directed at a specific person causing a reasonable person to fear for his or her safety or others or suffer substantial emotional distress.

- **Tenant:** An individual residing at a Public Housing Unit who has a contractual relationship with PHA as a result of entering into a Lease for the occupancy and use of a Unit provided by PHA.

- **Tenant:** The person or persons, other than a live-in aide, who executes the lease as lessee of the dwelling unit.

- **Tenant Rent:** The amount payable monthly by the Family as rent to PHA. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance (24 CFR § 5.603)

- **Term of Lease:** The amount of time a tenant agrees in writing to live in a dwelling unit.

- **Termination:** To end or conclude the term of the Lease Agreement.

- **Total Tenant Payment):** Total Tenant Payment is the income based rent established as a percentage of monthly adjusted income using the following tiered percentage based upon family size:

  - Household size 1-2 persons: Rent is 28% of adjusted monthly income
  - Household size 3-5

persons: Rent is 27% of adjusted monthly income ○ Household size 6+ persons: Rent is 26% of adjusted monthly income

- **Transfer:** To move a Tenant to a different location as a result of an emergency, necessity and/or on a voluntary basis, in accordance with the ACOP.

- **Transfers (MTW):** Transfers between the Public Housing and HCV programs and transfers for split families. Families must meet eligibility requirements to be considered for the MTW transfers. MTW transfers are limited to 50 per year for the PH program.

- **Uniform Physical Conditions Standards (UPCS):** Established by the PHAS rule for the inspection of Public Housing units. HUD established UPCS to provide consistent physical standard for Public Housing, standardize the inspection process to insure compliance with standards and to implement an electronically-based inspection system to evaluate, rate, and rank the physical condition of Public Housing sites. UPCS assess five areas: site, building, building exteriors, building systems, common areas and dwelling units.

- **Unit:** Residential space for the private use of a family, i.e., a house, apartment unit, building and/or structure, including the surrounding grounds or common area. The size of the unit is generally based on the number of bedrooms contained within the unit and ranges from zero to six bedrooms.

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

- **Utility Reimbursement (Utility Assistance Payment – UAP)** Funds that are reimbursed to the resident or, to the utility company on the resident's behalf, if the utility allowance exceeds the Total Tenant Payment.

- **Utility Allowance:** An amount allowed to the tenant as a deduction from the Total Tenant Payment for utilities purchased separately by the tenant. The amount of the utility allowance is established, in accordance with Federal regulations, by PHA, according to methodologies authorized under PHA's MTW Demonstration Agreement and Plan, based upon consumption, estimated or actual utility expenses of residents and/or other methodologies authorized in the MTW Plan. PHA also may adjust utility allowances for changes in HUD operating subsidy amounts received by PHA.

- **Verification or Verify:** Confirming or establishing the truth in regards to Tenant's and Household Member's income, assets, family composition and any other documentation or information required by PHA.

- **Veteran:** Any person honorably discharged from the Armed Forces of the United States after serving for 181 consecutive days or more.

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

- **Voucher (Housing Choice Voucher):** A document issued by a PHA to a family selected for admission to the housing choice voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states obligations of the family under the program.

- **Voucher Holder:** A family holding a voucher with an unexpired term (search time).

- **Voucher Program:** The Housing Choice Voucher Program.

- **Waiting List Admission:** An admission from the PHA Waiting List.

- **Wear and Tear:** Deterioration of an object caused by ordinary use.

- **Welfare Assistance:** Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families.

- **Working Family Deduction:** A $500 deduction for families with one or more members employed full or part time (at least 20 hours per week). Full-time adult students (other than the HOH and spouse) and minors who work more than 20 hours per week are not eligible for the working family deduction

- **Youth:** A member of the family (excluding a foster child) other than the Head, Spouse, or Co- Head who is under 18 years of age, regardless of whether the individual is a disabled person.

Appendix C: TABLE OF SELECTED SCREENING ELEMENTS

Screening Element	Mandatory Denial	Mitigating Circumstances: Mandatory Denial	Non-Mandatory Denial	Mitigating Circumstances: Non-Mandatory Denial

Criminal Background	• Drug related criminal activity – Methamphetamine
	• Homicide
		• Removal of culpable household member	• All other criminal convictions as categorized on the "Chart of Offenses" where the minimum time frame has not expired	• Good standing in Mayor's RISE PREP Program or STAR program
				• Good standing in a PHA approved ex-offender reentry program
				• Seriousness of offense
				• Effect of denial of other family members not involved
				• Extent of participation of other family members-domestic violence
				• Recent history of behavior and likelihood of favorable conduct
				  • Evidence of work history or history of community volunteer work
				  • Satisfactory completion of probation.
				• Participation in applicable social service/rehab programs
				• Removal of culpable household member

Sex Offender Screening	• Lifetime sex offender registration requirement	• Removal of culpable household member	• N/A	• N/A
Debt Screening	• Owes current debt to PHA or another PHA	• Seriousness of offense • Effect of denial on other family members not involved	• N/A	• N/A

Screening Element	Mandatory Denial	Mitigating Circumstances: Mandatory Denial	Non-Mandatory Denial	Mitigating Circumstances: Non-Mandatory Denial

	• Owes current debt to an owner under a HAP contract
	• Breached repayment agreement terms to PHA or another PHA
	• Has a judgment against them for debt to PHA, another PHA or an owner (related to the HCV program)
		• Extent of participation of other family members
		• Length of time since offense and recent history
		• Participation in applicable social service/rehab programs
		  • Circumstances which led to the creation of the debt, i.e. death of a family member, economy-related layoff.
		  • Current financial circumstances.
		  • The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, or stalking.
		  • The length of time since the debt was incurred, the family's recent history and the likelihood of favorable conduct in the future.
		• Removal of the culpable household member		

Past or Current Behavior	• Eviction from Fed. Housing within the last 3 years for drug related criminal activity • Currently engaged in illegal drugs or current pattern of alcohol abuse which will threaten	• Seriousness of offense • Effect of denial on other family members not involved • Extent of participation of other family members • Length of time since offense and recent history • Participation in applicable social service/rehab programs	• Failure to provide documents or signatures • Failure to provide true and complete info • Prior evictions from Fed. Housing within the last five years	• Seriousness of offense • Effect of denial on other family members not involved • Extent of participation of other family members • Length of time since offense and recent history • Circumstances that led to eviction no longer exist

Screening Element	Mandatory Denial	Mitigating Circumstances: Mandatory Denial	Non-Mandatory Denial	Mitigating Circumstances: Non-Mandatory Denial
	enjoyment by other tenants	• Evidence of work history or history of community volunteer work • Circumstances that led to eviction no longer exist • Removal of the culpable household member	• Commission of fraud or bribery in connection with Fed. Housing • Engaged in or threatened violent or abusive behavior to PHA personnel	• Evidence of work history or history of community volunteer work • Participation in applicable social service/rehab programs • Removal of the culpable household member

Appendix D: CHART OF OFFENSES – DENIAL OF ADMISSION

CRIMINAL BACKGROUND SCREENING CRITERIA FOR PUBLIC HOUSING AND HCV ADMISSIONS

OFFENSE	Felony Conviction (Years)	Other Conviction (Years)
Crimes Against Persons		
Assault-Related Offenses General Definition: An unlawful attack by one person upon another.	10	3
Family-Related Offenses, Nonviolent General Definition: Unlawful, non-violent acts by a family member (or legal guardian) that threatens the physical, mental, or economic well-being morals of another family member that are not classifiable as other offenses, such as Assault, Incest and Statutory Rape etc.	5	3
Homicide-Related Offenses General Definition: The killing of one human being by another. • 1st Degree Murder • Vehicular Homicide or 2nd, or 3rd degree manslaughter	 20 10	
Kidnapping/Abduction-Related Offenses General Definition: The unlawful seizure, transportation, and/or detention of a person against his/her will or of a minor without the consent of his/her custodial parent(s) or legal guardian.	10	3
Sex-Related Offenses, Forcible General Definition: Any sexual act directed against another person, forcibly and/or against that person's will, or not forcibly or against the person's will in instances where the victim is incapable of giving consent. (See below for sex offender registration requirements.)	10	3
Sex-Related Offenses, Non-forcible General Definition: Unlawful, non-forcible sexual intercourse, excluding prostitution offenses.	5	3
All Other Person-Related Offenses General Definition: Any offense committed against another person which causes harm to a person which does not meet specific categories previously outlined as person-related offenses.	5	3
Crimes Against Property		
Arson-Related Offenses General Definition: To unlawfully and intentionally damage or attempt to damage any real or personal property by fire or incendiary device.	10	3
Burglary/Breaking And Entering-Related Offenses General Definition: The unlawful entry into a building or other structure with the intent to commit a felony or a theft.	5	3
Motor Vehicle Theft-Related Offenses General Definition: The theft of a motor vehicle	3	
Counterfeiting/Forgery-Related Offenses General Definition: The altering, copying, or imitation of something, without authority or right, with the intent to deceive or defraud by passing the copy or thing altered or imitated as that which is original or genuine or the selling, buying, or possession of an altered, copied, or imitated thing with the intent to deceive or defraud.	5	3

OFFENSE	Felony Conviction (Years)	Other Conviction (Years)
Embezzlement/Bribery-Related Offenses General Definition: The unlawful misappropriation by an offender to his/her own use or purpose of money, property, or some other thing of value entrusted to his/her care, custody, or control.	5	3
Extortion/Blackmail-Related Offenses General Definition: To unlawfully obtain money, property or any other thing of value, either tangible or intangible, through the use or threat of force, misuse of authority, threat of criminal prosecution, threat of destruction of reputation or social standing or through other coercive means.	10	3
Fraud-Related Offenses General Definition: The intentional perversion of the truth for the purpose of inducing another person or other entity in reliance upon it to part with something of value or to surrender a legal right, excluding Counterfeiting/Forgery and Bad Check offenses.	5	3
Robbery-Related Offenses General Definition: The taking or attempting to take anything of value under confrontational circumstances from the control, custody, or care of another person by force or threat of force or violence and/or by putting the victim in fear of immediate harm.	10	3
Stolen Property-Related Offenses General Definition: Receiving, buying, selling, possessing, concealing, or transporting any property with the knowledge that it has been unlawfully taken, as by Burglary, Embezzlement, Fraud, Larceny, Robbery, etc.	5	3
Larceny/Theft-Related Offenses General Definition: The unlawful taking, carrying, leading, or riding away of property from the possession or constructive possession of another person.	5	3
Destruction / Damage / Vandalism Of Property Offenses General Definition: To willfully or maliciously destroy, damage, deface, or otherwise injure real or personal property without the consent of the owner or the person having the custody or control of it, excluding arson offenses.	5	3
All Other Property-Related Offenses General Definition: Any offenses that cause property or monetary damage to another that do not fit into specific categories previously outlined as property-related offenses.	5	3
Crimes Against Society		
Purposely Obstructs, Impairs Or Perverts The Law General Definition: A person who purposely obstructs, impairs or perverts the administration of law or discharge of government duties or the carrying out of other governmental functions.	5	3
Disorderly Conduct-Related Offenses General Definition: Any behavior that tends to disturb the public peace or decorum, scandalize the community, or shock the public sense of morality.		3
Drug/Narcotic-Related Offenses General Definition: The violation of laws prohibiting the product, distribution, and/or use of certain controlled substances and the equipment or devices utilized in their preparation and/or use, excluding DUI offenses.	10	3
Drunkenness-Related Offenses General Definition: To drink alcoholic beverages to the extent that one's mental faculties and physical coordination are substantially impaired, excluding DUI offenses.	3	3

OFFENSE	Felony Conviction (Years)	Other Conviction (Years)
Driving Under The Influence-Related Offenses General Definition: Driving or operating a motor vehicle or common carrier while mentally or physically impaired as the result of consuming an alcoholic beverage or using a drug or narcotic.	3	3
Liquor Law-Related Offenses General Definition: The violation of laws or ordinances prohibiting the manufacture, sale, purchase, transportation, possession, or use of alcoholic beverages, excluding DUI and drunkenness offenses.	3	3
Manufacturing Methamphetamine in Federally Assisted Housing* General definition: Conviction for drug-related criminal activity for the production or manufacture of methamphetamine on the premises of Federally-assisted housing.	Lifetime ban	Lifetime ban
Pornography/Obscene Material-Related Offenses General Definition: The violation of laws or ordinances prohibiting the manufacture, publishing, sale, purchase, or possession of sexually explicit material, e.g. literature or photographs.	5	3
Prostitution-Related Offenses General Definition: To unlawfully engage in or promote sexual activities for profit.	3	3
Sex Offender Registrant* General Definition: Identification of a registration by the applicant as a registered sex offender in one or more jurisdictions covered by the search. (Note that requirements for registration vary by locale and may require the individual to actively register themselves by law in some states. Some states prohibit discrimination on the basis of registration as a sex offender.).	Lifetime ban	Lifetime ban
Trespass of Real Property-Related Offenses General Definition: To unlawfully enter land, a dwelling, or other real property.	3	3
Weapons Law-Related Offenses General Definition: The violation of laws or ordinances prohibiting the manufacture, sale, purchase, transportation, possession, concealment, or use of firearms, cutting instruments, explosives, incendiary devices, or other deadly weapons.	10	3
Drug/Narcotic-Related Offenses: Manufacture or Distribution Indicated General Definition: The violation of laws prohibiting the production, distribution, or trafficking of certain controlled substances and the equipment or devices utilized in their preparation and/or use. Offenses contained in this category specifically indicate manufacture or distribution.	10	3

* Unless a person can demonstrate that his/her record is incorrect (e.g., the person was never convicted of the manufacture of methamphetamine or is not subject to lifetime registration requirements, as applicable), mitigating factors will not be considered for a person whose records indicate this offense. A household with a member whose record indicates an offense with an asterisk ("*") may only be admitted to the PH program if the member whose record indicates the offense is no longer a member of the household.

Appendix E: CHART OF OFFENSES - EVICTION

CRIMINAL BACKGROUND SCREENING CRITERIA FOR PUBLIC HOUSING EVICTION

OFFENSE	Previous # of Years to Review
Crimes Against Persons	
Felony Aggravated Assault	10
Family-Related Offenses, Nonviolent Endangering the Welfare of a Child - Felony Bigamy Incest	10
Homicide-Related Offenses General Definition: The killing of one human being by another. • 1st Degree Murder • Vehicular Homicide or 2nd, or 3rd degree manslaughter	 20 10
Kidnap	10
Sex-Related Offenses Rape Deviate Sexual Intercourse Aggravated Sexual Assault Statutory Rape Felony	10
Lifetime Sex Offender Registrant* General Definition: Identification of a registration by the applicant as a registered sex offender in one or more jurisdictions covered by the search. (Note that requirements for registration vary by locale and may require the individual to actively register themselves by law in some states. Some states prohibit discrimination on the basis of registration as a sex offender.).	Lifetime Ban
Robbery-Related Offenses General Definition: The taking or attempting to take anything of value under confrontational circumstances from the control, custody, or care of another person by force or threat of force or violence and/or by putting the victim in fear of immediate harm.	10
Crimes Against Property	
Arson General Definition: To unlawfully and intentionally damage or attempt to damage any real or personal property by fire or incendiary device.	10
Burglary/Breaking And Entering-Related Offenses General Definition: The unlawful entry into a building or other structure with the intent to commit a felony or a theft.	10

OFFENSE	Previous # of Years to Review
Destruction / Damage / Vandalism Of Property Offenses General Definition: To willfully or maliciously destroy, damage, deface, or otherwise injure real or personal property without the consent of the owner or the person having the custody or control of it, excluding arson offenses.	5
Drug/Narcotic-Related Offenses	
Felony Drug/Narcotic-Related Offenses General Definition: The violation of laws prohibiting the product, distribution, and/or use of certain controlled substances and the equipment or devices utilized in their preparation and/or use, excluding DUI offenses.	10
Misdemeanor Drug/Narcotic-Related Offenses	3 3
Manufacturing Methamphetamine in Federally Assisted Housing* General definition: Conviction for drug-related criminal activity for the production or manufacture of methamphetamine on the premises of Federally-assisted housing.	Lifetime Ban
Weapons Law-Related Offenses General Definition: The violation of laws or ordinances prohibiting the manufacture, sale, purchase, transportation, possession, concealment, or use of firearms, cutting instruments, explosives, incendiary devices, or other deadly weapons.	10

* Unless a person can demonstrate that his/her record is incorrect (e.g., the person was never convicted of the manufacture of methamphetamine or is not subject to lifetime registration requirements, as applicable), mitigating factors will not be considered for a person whose records indicate this offense. A household with a member whose record indicates an offense with an asterisk (“*”) may only be allowed to remain on the PH program if the member whose record indicates the offense, is no longer a member of the household.

Appendix F: FEDERALLY MANDATED INCOME EXCLUSIONS

77 FEDERAL REGISTER 43347: Published May 20, 2014

HUD's regulations provide for HUD to periodically publish in the Federal Register a notice that lists amounts specifically excluded by any Federal statute from consideration as income for purposes of determining eligibility or benefits in a HUD program.

1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
2. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 5058);
3. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
4. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
6. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6);
7. The first $2000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission;
8. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended);
9. Payments received from programs funded under title V of the Older Americans Act of 1965 (42 U.S.C. 3056g);
10. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in In Re Agent Orange Liability Litigation, M.D.L. No. 381 (E.D.N.Y.);
11. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 25 U.S.C. 1728);
12. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
13. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221(d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l));
14. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
15. Allowances, earnings and payments to AmeriCorps clients under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

16. Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802- 05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821).
17. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));
18. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));
19. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
20. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
21. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. Sec. 1437a(b)(4));
22. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.) and administered by the Office of Native American Programs;
23. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled Elouise Cobell et al. v. Ken Salazar et al., 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291);
24. Any amounts in an ``individual development account'' as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4));
25. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 ``Exclusion from Income of Payments under Recent Tribal Trust Settlements'' (25 U.S.C. 117b(a)); and
26. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

Appendix G: EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

Emergency Transfers:
The Philadelphia Housing Authority (PHA) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), PHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency public safety transfer from the tenant's current unit to another unit. Tenants are able to request a VAWA emergency public safety transfer regardless of sex, gender identity, or sexual orientation. Tenants must provide certification showing that they are a victim of domestic violence, dating violence, sexual assault, or stalking in order for PHA to make a determination regarding a request for a VAWA emergency public safety transfer. PHA's determination may also depend on whether there is another dwelling unit that is available and is safe to offer to the tenant.

This plan includes information on eligibility for a VAWA emergency public safety transfer, the VAWA transfer request and unit offer process, VAWA victim safety, and confidentiality. Guidance on VAWA tenant rights and VAWA certification requirements is contained in the VAWA Notice of Occupancy Rights and related transfer request forms.

Transfers to Other Housing Providers or Programs:
Transfers to other housing providers or programs are considered external emergency transfers and will require tenants to undergo an application process in order to reside in the new unit. Transfers within the tenant's current housing program are considered internal emergency transfers and tenants may reside in the new unit without having to undergo an application process.

Eligibility for Emergency Transfers:
A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking and who provides certification of same is eligible for an emergency public safety transfer if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains in their current unit. If the tenant is a victim of sexual assault, the tenant may be eligible for a VAWA emergency public safety transfer if the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains in their current unit or if the sexual assault occurred on the premises within the 90-calendar-day period preceding the tenant's request for a VAWA emergency public safety transfer. Tenants who are not in good standing may still request a VAWA emergency public safety transfer if they meet the VAWA emergency transfer eligibility requirements.

Emergency Transfer Request Documentation:
To request a VAWA emergency public safety transfer, the tenant shall complete and submit to PHA a VAWA Emergency Public Safety Transfer Request Form and also provide certification that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. PHA will provide reasonable accommodations for individuals with disabilities.

Emergency Transfer Timing and Availability:
PHA cannot guarantee that a VAWA emergency public safety transfer request will be approved or how long it will take to process a VAWA emergency public safety transfer request. PHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, subject to PHA's transfer policies and the availability of a safe unit.

If a tenant reasonably believes that a proposed transfer would not be safe, the tenant may request a transfer to a different unit. The tenant will be required to provide a good cause reason for refusing the unit and documentation supporting their good cause reason for refusing the unit. See Sections 7.17 and 3.8.6 of

PHA's Admissions and Continued Occupancy Policy ("ACOP"), Good Cause for Unit Refusal and Victim Documentation, for information on good cause and documentation of good cause.

If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the new unit. PHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If PHA has no safe and available units to offer a tenant who needs a VAWA emergency public safety transfer, PHA may refer the tenant to other housing providers or programs. See Section 15.11 of the ACOP. At the tenant's request, PHA will also assist the tenant in contacting local organizations that offer assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

Public Housing Transfer Hierarchy:
Transfers made pursuant to VAWA are considered emergency public safety transfers. Tenants in PHA's Public Housing program who request and are approved for a VAWA emergency public safety transfer will be processed for the transfer in accordance with PHA's hierarchy of transfers as established in PHA's ACOP Section 15.5.

Housing Choice Voucher Program Issuance of Voucher:
Participants in PHA's Housing Choice Voucher Program who request and are approved for a VAWA-related transfer will be processed for a transfer voucher in accordance with PHA's emergency transfer policies as established in PHA's Administrative Plan.

Safety and Security of Participants:
Tenants who are or have been victims of domestic violence are encouraged to contact the Philadelphia Domestic Violence Hotline at 1-866-723-3014 or a local domestic violence agency for assistance in creating a safety plan. For persons with hearing impairments, the Philadelphia Domestic Violence Hotline can be accessed by calling 215-456-1529 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online/.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

Confidentiality:
PHA will keep confidential any information that the tenant submits in connection with requesting VAWA protections, including keeping confidential the location of the tenant's new unit, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. PHA may disclose information related to a tenant's request for VAWA protections if the tenant gives PHA written permission to release the information on a time-limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the housing program.

Appendix H: SUMMARY OF CHANGES TO THE ACOP

No	Chapter Name Subject Area	Source	Existing ACOP	Proposed ACOP	Approval Date
Chapter 5: Application, Wait List & Tenant Selection					
1.	Establishing and Maintaining Site Based Waiting Lists 5.18	PHA	• Not currently included in the Policy • Added policy guidance on changes to waiting list selections for existing applicants	• When an applicant requests a change to his/her site selection and the waiting list for the selected site is closed, PHA will allow an applicant already on the waiting list to select the site with the closed waiting list; however, the date and time of application for the new site will reflect the date of the change. • If an applicant requests a change from SBWL to the 1st Available Unit waiting list or from the 1st Available Unit waiting list to SBWL, PHA will allow the change; however, the applicant will be assigned a new date and time of application for the new waiting list selections.	4/1/19
Chapter 7: Occupancy Standards & Unit Offers					
2.	Unit Offers 7.14	PHA	• Included language to require acceptance of unit offers and lease up by applicants within a required time frame.	• An applicant must accept a unit within three business days from the date the unit offer is communicated. Once an applicant has accepted a unit, the applicant must sign a lease with an effective date that is no more than five (5) business days from the date of unit acceptable. Exceptions to this policy will be made on a case by case basis.	TBD
3.	Unit Refusal without Good Cause 7.18	PHA	• Removed opportunity for an informal hearing when an applicant refuses	• When an applicant rejects the final unit offer without good cause, PHA will withdraw the applicant's name from all conventional and scattered site Public Housing waiting lists and send notice to the family of such removal. ~~The notice will inform the family of~~	TBD

No	Chapter Name Subject Area	Source	Existing ACOP	Proposed ACOP	Approval Date
			a unit without good cause.	~~their right to request an informal hearing and the process for doing so. See policies on **INFORMAL HEARINGS FOR APPLICANTS**.~~	
Chapter 9: Rent					
4.	Total Tenant Payment: Over Income Families 9.4	Housing Opportunity Through Modernization Act of 2016: Final Implementation of Public Housing Income Limit	• Not currently included in the Policy	• The monthly rent for a family whose income exceeds 120% of the area median income for two consecutive years is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds, as determined by regulations.	4/1/19
Chapter 10: Verification					
5.	Verification Hierarchy Income Validation Tool EIV Income Reports 10.3 10.8.1 10.8.2	PIH Notice 2018-18 Administrative Guidance for Effective & Mandated Use of the new Income Validation Tool	• Not currently included in the Policy	• Included policy on responsibility to use the Income Validation Tool (IVT) as part of the EIV system • Included policy on when IVT reports must be run and applicable follow-up when income discrepancies are identified	4/1/19
6.	General Verification Requirements 10.3	PHA	• Removed the requirement to reverify applicant income if more than 180 days have passed since the income information was last verified	• In an effort to lease families as quickly as possible and to reduce staff workload, PHA has opted not to re-verify family composition and information related to income and allowances during the leasing process unless there has been a substantial change in income and allowances or a change in family composition. PHA will use the definition of substantial difference to identify substantial changes in income.~~only if more than 180 days have passed since the income information previously was verified by PHA~~	TBD

No	Chapter Name Subject Area	Source	Existing ACOP	Proposed ACOP	Approval Date
Chapter 12: Continued Occupancy					
7.	Over-Income Families 12.3	Housing Opportunity Through Modernization Act of 2016: Final Implementation of Public Housing Income Limit	• Not currently included in the Policy	• Under the Housing Opportunity Through Modernization Act (HOTMA) of 2016, over-income is defined as a family with income which exceeds 120% of area median income (AMI). After a family's income has exceeded 120% of AMI for two consecutive years, PHA will charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds, as determined by regulations. • At a regular or interim reexamination, if a family's income exceeds the applicable over-income limit, PHA will document the family file and begin tracking the family's over-income status. A family which is over-income will be placed on an annual recertification frequency beginning with the first regular or interim recertification in which the family exceed the over-income limit. • If one year after the applicable regular or interim reexamination the family's income continues to exceed the applicable over-income limit, PHA will notify the family, in writing, that their income has exceeded the over-income limit for one year, and that if the family continues to be over-income for 12 consecutive months, the family will be subject to PHA's over-income rent policies. • If two years after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, PHA will charge the family a rent	4/1/19

No	Chapter Name Subject Area	Source	Existing ACOP	Proposed ACOP	Approval Date
				that is the higher of the applicable FMR or the amount of monthly subsidy for the unit. PHA will notify the family in writing of their new rent amount which will be effective 30 days after PHA's written notice to the family. • If, at any time, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with PHA policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. In such instances, PHA will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family will be entitled to a new two-year grace period. • PHA will begin tracking over-income families once these policies have been adopted, but no later than March 24, 2019.	
8.	Over-Income Families 12.3	PIH Notice 2019-11	• Not previously included in the ACOP	• PHA will update the over-income limits in the ACOP no later than 60 days after HUD publishes the new income limits.	TBD
9.	Regular Recertification 12.5	Housing Opportunity Through Modernization Act of 2016: Final Implementation of Public Housing Income Limit	• Not currently included in the Policy	• A family, beginning at the first regular or interim recertification where their gross income exceeds 120% of area median income, will be placed on an annual recertification cycle. When and if the family's income decreases to the point where their income no longer exceeds 120% of area median income, PHA will conduct a certification to review the family income and determine the applicable recertification frequency (biennial or triennial) for the family.	4/1/19

No	Chapter Name Subject Area	Source	Existing ACOP	Proposed ACOP	Approval Date
10.	Interim Recertification	PHA	• Revised policy to reflect verification of only the income/deduction information which has changed. • When a family reports applicable changes in wages/benefits and/or applicable increases in permissible deductions, PHA will verify all income and expense information for the family member for whom the change is reported.	• When a family reports applicable changes in wages/benefits and/or applicable increases in permissible deductions, PHA will verify only the income/deduction information which has changed for the family member for whom the change is reported.	4/1/19
Chapter 15: Transfer Policy					
11.	Transfer Offers 15.17	PHA	• Updated policy to reflect requirement for households with emergency transfers to accept and lease units within 3 business days from the date the unit offer is communicated by PHA	• Emergency Transfers: Tenants must accept and execute a lease unit within three (3) business days of the date the unit is offer is communicated by PHA. Exceptions to this policy will be made on a case by case basis. • All Other Transfers: Tenants must accept a unit within three (3) business days of the date the unit offer is communicated by PHA and will be required to execute a lease within five (5) business days from the date of unit offer. Exceptions to this policy will be made on a case by case basis.	TBD

No	Chapter Name Subject Area	Source	Existing ACOP	Proposed ACOP	Approval Date
				• Acceptance of a unit must be made in writing. ~~The tenant must accept a unit within three (3) business days of the date the offer is communicated by PHA. Acceptance of a unit must be made in writing.~~	
Chapter 20: Special Programs & Allocations					
12.	Super-Preference	PHA	• Removed current super-preference language and combined super-preference with special preference language	• Removed and combined with special preference policy language below	4/1/19
13.	Special Preference 20.3	PHA	• PHA may provide emergency rental assistance in cases of extreme emergencies and natural disaster. PHA has authorized the Mayor or the Managing Director of the City of Philadelphia to certify households for emergency rental assistance in cases of extreme emergencies and natural disaster. These applicants will be serviced	• PHA has established a Special Preference to provide emergency rental assistance to qualified households who have been directly affected by natural disasters or other extreme emergencies. The number of applicants eligible for this preference shall not exceed fifty (50) housing opportunities annually. However, the number of housing opportunities provided annually may be increased in accordance with additional federal rental subsidies and/or other housing resources provided to PHA in connection with a natural disaster declared by the President of the United States, where applicable. Applicants must be certified and referred by either the Mayor or the Managing Director of the City of Philadelphia; be income eligible; and, meet all applicable program eligibility and suitability requirements. Applicants who are approved and determined eligible by PHA for the Special Preference shall take priority over all other applicants on PHA's waiting list.	4/1/19

No	Chapter Name Subject Area	Source	Existing ACOP	Proposed ACOP	Approval Date
			as certified by the Mayor of the City of Philadelphia and will not exceed fifty (50) housing opportunities annually. Applicants must meet the applicable program eligibility requirements as well as qualify under the specific guidelines for the program(s). Applicants eligible for Special Preference Vouchers will generally be referred by Mayor's office or the Managing Director of the City of Philadelphia.		
14.	Good Neighbors Make Good Neighborhoods 20.5	PHA	• Updated language for consistency with current Blueprint MOU to include "residential	• As part of the PHA Good Neighbors Make Good Neighborhoods program (formerly called "Blueprint to End Homelessness"), PHA will make additional housing opportunities available for individuals or families that have been living in Transitional Housing or	4/1/19

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			programs" and changed "households" to "individuals or families". • As part of the PHA Good Neighbors Make Good Neighborhoods program (formerly called "Blueprint to End Homelessness"), PHA will make additional housing opportunities available for households leaving transitional housing per the terms of the MOU with the City of Philadelphia dated April 2009, as amended.	Residential Programs and are certified by the City as Housing Ready per the terms of the MOU with the City of Philadelphia dated April, 2009, as amended.	
15.	Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence,	VAWA Final Rule	• Not currently included in the Policy	**Transfers to Other Housing Providers or Programs:** • Transfers to other housing providers or programs are considered external emergency transfers and will require tenants to undergo an application process in order to reside in the new unit. Transfers within the tenant's current	4/1/19

No	Chapter Name Subject Area	Source	Existing ACOP	Proposed ACOP	Approval Date
	Sexual Assault, or Stalking Appendix G			housing program are considered internal emergency transfers and tenants may reside in the new unit without having to undergo an application process.	